

**Agreement**  
**Between**  
**The Village of Bedford Park**  
**and**  
**Service Employees International**  
**Union Local 73**  
**For the Department of Public Works**

**January 1, 2019 - December 31, 2023**

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE .....	1
ARTICLE 1 RECOGNITION .....	1
Section 1. Recognition.....	1
Section 2. Probationary Employees.....	1
Section 3. Official Spokesperson.....	1
ARTICLE 2 UNION SECURITY AND CHECK-OFF .....	1
Section 1. Deductions.....	1
Section 2. Indemnification.....	2
ARTICLE 3 ANTI-DISCRIMINATION .....	2
Section 1. No Discrimination.....	2
Section 2. Rights Under the Agreement.....	2
Section 3. Gender Reference.....	2
ARTICLE 4 UNION VISITATION AND UNION BUSINESS.....	2
Section 1. Visitation by Union Personnel.....	2
Section 2. Leaves of Absence for Union Business.....	3
ARTICLE 5 UNION DELEGATES AND REPRESENTATIVES .....	3
Section 1. Delegates.....	3
Section 2. Notice.....	3
Section 3. Grievances.....	3
ARTICLE 6 EMPLOYER RIGHTS AND OBLIGATIONS .....	3
Section 1. Management Rights.....	3
ARTICLE 7 HOURS OF WORK AND OVERTIME .....	4
Section 1. Purpose of Article.....	4
Section 2. Work Week.....	4
Section 3. Work Day.....	4
Section 4. Work Shift.....	5
Section 5. Change in Normal Workweek and Workday.....	5
Section 6. Overtime Payment.....	5
Section 7. Scheduling of Overtime.....	5
Section 8. Emergency Vacation Call Back.....	5
ARTICLE 8 PERSONNEL FILES .....	6
Section 1. Access to File.....	6
Section 2. Use of Material in File.....	6
ARTICLE 9 GRIEVANCE PROCEDURE.....	6
Section 1. Definition of Grievance.....	6

TABLE OF CONTENTS

	<u>Page</u>
Section 2. Procedures.....	6
ARTICLE 10 NO STRIKES / NO LOCKOUTS .....	8
Section 1. Union.....	8
Section 2. The Village.....	8
ARTICLE 11 SENIORITY.....	9
Section 1. Definitions.....	9
Section 2. Probationary Employees. ....	9
Section 3. Seniority Rosters.....	9
Section 4. Application of Seniority.....	9
Section 5. Lay-Offs and Recall.....	9
Section 6. Termination of Seniority.....	10
ARTICLE 12 HOLIDAYS .....	11
Section 1. Holidays.....	11
Section 2. Eligibility.....	11
ARTICLE 13 VACATIONS.....	12
Section 1. Vacation Leave.....	12
Section 2. Vacation not Taken.....	12
Section 3. Credit for Military Service.....	12
Section 4. Holidays.....	13
Section 5. Vacation Preference and Scheduling.....	13
ARTICLE 14 WELFARE AND OTHER BENEFITS .....	13
Section 1. Sick Leave.....	13
Section 2. Health Insurance.....	15
Section 3. Dental Insurance.....	16
Section 4. Continuance of Health and Dental Insurance.....	16
Section 5. Optical Insurance.....	16
Section 6. Physical Exams.....	16
Section 7. Right to Maintain Coverage While on Unpaid Leave or Layoff.....	16
Section 8. Life Insurance.....	16
Section 9. Uniforms and Equipment.....	16
Section 10. Retiree Health Insurance.....	17
Section 11. Commercial Drivers License.....	17
ARTICLE 15 SAFETY.....	18
ARTICLE 16 SCHOOLS, SEMINARS, REIMBURSEMENT AND EDUCATIONAL INCENTIVES .....	18
Section 1. Reimbursement.....	18
Section 2. Posting of Courses.....	18

TABLE OF CONTENTS

	<u>Page</u>
Section 3. Compulsory Courses.....	18
Section 4. Optional Courses.....	18
ARTICLE 17 LEAVES OF ABSENCE.....	18
Section 1. Bereavement Provisions.....	18
Section 2. Jury Duty.....	19
Section 3. Family and Medical Leave.....	19
Section 4. Approved Leaves of Absence.....	19
ARTICLE 18 GENERAL PROVISIONS.....	19
Section 1. Duration and Notification.....	19
Section 2. Notification of Termination.....	20
Section 3. Savings Clause.....	20
Section 4. Complete Agreement.....	20
ARTICLE 19 EMPLOYEE DRUG AND ALCOHOL TESTING AND ABUSE.....	20
Section 1. Drug and Alcohol Testing.....	20
Section 2. Discipline.....	20
ARTICLE 20 WAGES.....	21
Section 1. Base Salaries.....	21
Section 2. Retroactivity.....	22
Section 3. Longevity.....	22
Section 4. EMT Stipend.....	22
Section 5. Service Benefit.....	22
Section 6. Stipends.....	22
Section 7. Notice of Foreman Opening.....	23
WITNESS/SIGNATURES'.....	24

TABLE OF CONTENTS

	<u>Page</u>
APPENDIX A.....	25
APPENDIX B.....	26
APPENDIX C.....	27

## PREAMBLE

This agreement is entered into as of January 1, 2019, between the Village of Bedford Park, hereinafter referred to as the Employer or the Village, and Service Employees International Union Local 73 (S.E.I.U. Local 73), hereinafter referred to as the Union. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other terms and conditions of employment.

There is none and there shall be no individual arrangements made covering any part of this Agreement which are contrary to the terms herein provided unless by written agreement of the parties.

## ARTICLE 1 RECOGNITION

### Recognition.

The Village recognizes the Union as the sole and exclusive bargaining agent for purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for: all permanent full-time and regular part-time employees of the Public Works and Water Departments of the Village of Bedford Park in the positions of working foreman, maintenance worker and custodian, but excluding the Superintendent of Public Works Department and the Superintendent of the Water Department, supervisors, confidential employees and managerial employees as defined by the Act and all other employees of the Village of Bedford Park.

### Probationary Employees.

Probationary employees are defined as those employees with less than twelve (12) months of service. Probationary employees shall not be covered under the terms and conditions as set forth in this Agreement.

### Section 1. Official Spokesperson.

It is understood and agreed that the Union President or his/her designee will be the official spokesperson for said Union in any matter between the Union and the Employer.

## ARTICLE 2 UNION SECURITY AND CHECK-OFF

### Section 1. Deductions.

Upon receipt of a signed authorization from an employee in the form set forth in Appendix A, the regular monthly dues and initiation fees of the Union shall be deducted from such employee's pay. The Treasurer of the Union shall certify to the Village Treasurer by mail the amount of the dues to be deducted. Such deductions shall be made bi-weekly and shall be remitted monthly, along with an itemized statement, to the Treasurer by the 10th of the next month. If the Union believes the amount remitted is incorrect, it must give written notice to the Employer and state the reasons for its belief within two (2) calendar weeks of receipt of the remittance.

**Section 2. Indemnification.**

The Union shall indemnify the Village and any Department of the Village and hold it harmless against any and all claims, demands, suits, legal costs, or other forms of liability, monetary or otherwise, arising out of, or by reason of, any action taken by the Village or any Department of the Village, for the purpose of complying with the provisions of this article.

**ARTICLE 3 ANTI-DISCRIMINATION**

**Section 1. No Discrimination.**

The Union and the Employer agree not to discriminate against employees covered by this agreement on account of race, religion, creed, color, national origin, sex, age, mental or physical disability.

**Section 2. Rights Under the Agreement.**

No employee covered under this agreement shall be intimidated, coerced, restrained, reprimanded, penalized, or discriminated against in any manner because they have exercised their rights and privileges provided for in the terms of this Agreement which include, but are not limited to, the processing of grievances.

**Section 3. Gender Reference.**

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

**ARTICLE 4 UNION VISITATION AND UNION BUSINESS**

**Section 1. Visitation by Union Personnel.**

The Village agrees that non-employee representatives of the Union shall have reasonable access to the premises of the Employer during working hours for the purpose of ascertaining whether or not this Agreement (contract) is being observed by the parties, only on complaint of an employee and only with reasonable advance notice to the Department Head. The Union agrees that such activities shall not interfere with the normal work duties of employees. The Employer reserves the right to designate a meeting place or to provide a representative to accompany such a Union representative where operational requirements or hazardous conditions do not permit unlimited access.

A non-employee representative of the Union who seeks to have a discussion with an employee shall do so during non-working hours, if possible. Otherwise, the Union representative shall obtain prior permission from the Department Superintendent before arriving at a work site. If the Superintendent permits the discussion during working hours, the discussion shall last no longer than ten (10) minutes.

**Section 2. Leaves of Absence for Union Business.**

In the aggregate, members of the Union shall be permitted up to two (2) weeks unpaid leave of absence in any twelve-month period to attend Union functions, such as seminars, conventions and training courses. All such leaves shall be requested in writing from the President of SEIU Local 73 or his designee at least thirty (30) days in advance. Leave will not be granted for more than one employee at a time unless in the sole discretion of the affected Department Heads staffing needs permit multiple absences.

**ARTICLE 5 UNION DELEGATES AND REPRESENTATIVES**

**Section 1. Delegates.**

The Union shall have the right to certify one (1) Delegate from the Public Works Department and one Delegate from the Water Department. One of these Delegates shall be the Primary and the other the Alternate Delegate. The Alternate Delegate will act in the absence of the Primary Delegate.

**Section 2. Notice.**

The Union President shall notify the Village President in writing of the name of Union delegates within fifteen (15) days of their certification. The Union President or his/her designee shall inform the Village verbally of any changes within forty-eight (48) hours of certification.

**Section 3. Grievances.**

The Primary Delegate, or in his absence, the Alternate Delegate, with the assistance of a non-employee Union representative may investigate, consult with the Village about and settle grievances during non-working hours. The Union agrees that discussion of grievance matters shall not interfere with the normal work duties of employees.

**ARTICLE 6 EMPLOYER RIGHTS AND OBLIGATIONS**

**Section 1. Management Rights.**

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

- A. To determine the organization and operations of Public Works and Water Departments.
- B. To set standards for the Services to be offered to the public.
- C. To direct the employees of the Public Works and Water Departments, including the right to assign work and overtime.



- D. To increase, reduce or change, modify or alter the composition and size of the workforce, including the right to relieve employees from duties because of lack of work or funds or other proper reasons.
- E. To establish work schedules and to determine the starting and quitting time, and number of hours to be worked.
- F. To establish, modify, combine or abolish job positions and classifications.
- G. To add, delete or alter methods of operation, equipment or facilities.
- H. To determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased.
- I. To establish, implement and maintain an effective internal control program.
- J. To suspend, demote, discharge, or take other disciplinary action against employees with just cause.
- K. To add, delete or alter policies, procedures, reasonable rules and regulations.

Provided that the reasonable exercise of the above rights shall not conflict with any of the provisions of this Agreement.

## **ARTICLE 7 HOURS OF WORK AND OVERTIME**

### **Section 1. Purpose of Article.**

This Section is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Village from restructuring the normal work day or work week for the purpose of promoting the efficiency of municipal government; from establishing the work schedules of employees; and establishing part-time positions.

### **Section 2. Work Week.**

The normal work week shall consist of forty (40) hours per week and such additional time as may, from time to time, be required in the judgment of the Village to serve its citizens. The normal work week shall consist of five (5) eight consecutive (8) hour work days in a week which may be interrupted by an unpaid lunch period.

### **Section 3. Work Day.**

The normal work day for employees covered by this Agreement, other than part-time employees, shall be eight (8) consecutive hours of work, which may be interrupted by an unpaid thirty (30) minute meal period, within a twenty-four (24) hour period.

#### **Section 4. Work Shift.**

A work shift is defined as a regularly recurring period of work with a regular starting and ending time, exclusive of overtime work.

#### **Section 5. Change in Normal Workweek and Workday.**

Any changes in hours of work shall be discussed with the Union at least 15 working days prior to the change unless in an emergency. No hours will be changed for the purpose of avoiding overtime.

#### **Section 6. Overtime Payment.**

- A. Employees covered by this Agreement shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all authorized hours of work (beginning with the 16th minute) in excess of forty (40) hours in a workweek. All Sunday work shall be paid at one and one-half (1-1/2) times the regular straight time rate whether or not the total number of hours worked during the workweek exceeds forty (40). Employees who work on holidays shall receive their regular holiday pay (eight hours at regular straight time hourly rate) plus they shall be paid at a rate of one-and one-half (1-1/2) the regular straight time hourly rate for all hours worked. There shall be no pyramiding of overtime.
- B. Water Department employees scheduled to read meters on weekends will receive a minimum of two (2) hours of pay at regular overtime rates as specified in Section 6, Paragraph A above, regardless of whether or not they have worked forty (40) hours or more in that work week.

#### **Section 7. Scheduling of Overtime.**

Overtime shall be distributed as equally as practical among the employees within the Water Department and among employees within the Public Works Department according to seniority within classification. New equalization periods shall begin as of January 1 of each calendar year.

#### **Section 8. Emergency Vacation Call Back.**

Vacation call back is to be paid at double time with a minimum of four (4) hours. Any employee who is called back to work outside of his/her regularly scheduled shift shall be paid for the hours worked or a minimum of two (2) hours pay at regular overtime rates, as specified in Section 6, Paragraph A above, whichever is greater. Call back time shall begin when the employee punches in at the Public Works Garage or Water Department Shop. If the call back overlaps with the employee's regular shift, the employee shall be compensated the appropriate call back time rate of pay until his regular shift begins and the regular shift shall continue until the employee's normal quitting time.

## ARTICLE 8 PERSONNEL FILES

### Section 1. Access to File.

Upon reasonable request, employees or their authorized Union representatives shall have the right to review the contents of their personnel files subject to the following:

- A. Inspections shall occur during non-working hours at a time mutually agreeable to the Village and the employee;
- B. A single copy of any materials in an employee's personnel file shall be provided at the Village's expense;
- C. Pre-employment information such as references or credit checks, any other information provided in confidence, and the results of on-going investigations of criminal misconduct shall not be available for inspection or copying; and
- D. Employees may attach dissents or replies to any material in their personnel file.

### Section 2. Use of Material in File.

No material will be removed from the file. The length of time between the date of previous discipline and any current misconduct will be considered in determining the weight to be given such discipline. Generally, discipline that involves violation of work rules but no harm to the Village or an individual will be given little or no weight if the discipline is more than two years old.

## ARTICLE 9 GRIEVANCE PROCEDURE

### Section 1. Definition of Grievance.

A grievance is a difference of opinion between the Union and/or an employee and the Employer with respect to the meaning, interpretation, or application of the express terms of the agreement.

### Section 2. Procedures.

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

**Step One:** If the parties are unable to resolve the grievance informally, the Employee, with or without a union representative, shall submit such grievance for resolution by means of the formal grievance procedure provided such grievance is reduced to writing on a form and presented to the Employee's Department Head within ten (10) calendar days of the occurrence or circumstance giving rise to the grievance or within ten (10) calendar days of when the grievant should have reasonably known of such occurrence or circumstance. The grievance shall contain a statement of the facts and circumstances, the provision(s) of the Agreement alleged to have been violated and the relief sought. As soon as possible after receipt of the grievance, the Department Head shall schedule a meeting

with the Employee, with or without a union representative, to discuss the grievance. Within ten (10) calendar days after said meeting, the Department Head shall respond to the grievance in writing.

**Step Two:** If not adjusted at step one, the grievance shall then be submitted in writing and presented by the grievant and/or the Union to the Village Board within ten (10) calendar days following the receipt of the response at step one. The grievance shall state the reason for believing that the grievance was improperly denied at step one.

The Village Board or any individual(s) designated by the Board shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, the Department Head, and the Union representative within ten (10) calendar days after receipt of the grievance from the Union.

The Village Board shall then render a written decision within ten (10) calendar days of the meeting. If the grievance is denied, the reasons for denial will be stated.

**Step Three:** If the grievance is not settled at step two, the matter shall be referred to arbitration by written request of the Union, made within fifteen (15) calendar days of the Employer's answer in step two.

Arbitration shall proceed in the following manner:

- A. The arbitrator shall be selected from a list supplied by the Federal Mediation and Conciliation Service. Such list shall contain the names of at least seven (7) members of said service.

A representative of each party shall alternately strike a name from the list within five (5) days following the receipt of the list. The final name remaining on the list shall be the arbitrator. The party to strike first shall be determined by lottery. Each party retains the right to reject one entire list of arbitrators prior to the initiation of the striking process.

- B. Processing and hearing of the grievance shall be in accordance with the rules of the arbitration service.
- C. The arbitrator shall issue his/her decision not later than thirty (30) calendar days from the date of closing of any conference or hearing, if such a conference or hearing is necessary, or the submission of briefs by the parties, whichever is later. If no conference or hearings are required, then the decision shall be submitted no later than thirty (30) days from the date when the final grievance documents are submitted to the arbitrator.
- D. The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning, and conclusions of the issued submitted.
- E. Any decision of the arbitrator rendered within the limitations of this Article shall be final and binding upon the Village, the Union and the employees covered by the Agreement.

- F. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be borne equally by the Union and the Employer. Each party will be responsible for compensating its own representatives and witnesses.
- G. If meetings or hearings are held with the arbitrator, and those meetings are not held during the normal working hours of the grieved employee, then no additional compensation or overtime payment shall be made by the employer to either the grieved employee, witnesses, or representatives of the Union.
- H. The arbitrator may interpret this Agreement, but shall have no right to ignore, nullify, add to, take from, or modify any of the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation of a specific provision(s) of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievances at the first step. The arbitrator shall have no authority to decide any issue not so submitted or raised. The arbitrator shall have no authority to make a decision or award which is contrary to or inconsistent with any applicable federal or state laws or rules and regulations of administrative bodies that have the force or effect of law.

The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions.

## **ARTICLE 10 NO STRIKES / NO LOCKOUTS**

### **Section 1. Union.**

During the term of this Agreement, neither the Union nor any of its agents shall authorize, institute, aid, condone or engage in a slowdown, work stoppage, refusal to cross picket lines or other interference with Village work.

Employees violating this Section may be terminated and neither they nor the Union shall have any recourse to the grievance procedure except to ascertain whether or not the employee has violated this Section.

The Union agrees to notify all employees in the bargaining unit of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others and to encourage employees violating this Article to return to work.

### **Section 2. The Village.**

The Village agrees for the term of this Agreement not to lock out any employee as a result of a labor dispute.

## ARTICLE 11 SENIORITY

### Section 1. **Definitions.**

Seniority is hereby defined as the employee's length of continuous service with the Village. Department seniority is hereby defined as the length of continuous service in the employee's department of employment, i.e., Water or Public Works. Continuous service is defined as the length of full-time service since the employee's last date of hire. Continuous service shall accumulate during all authorized paid leaves of absence. Continuous service shall not accumulate during unauthorized absences, authorized unpaid leaves of thirty (30) days or more, or during layoffs. When two (2) or more employees have the same continuous service, their seniority or Department seniority position shall be determined by the date and time of their original application for employment with the Village.

### Section 2. **Probationary Employees.**

New employees shall be considered probationary employees for the first twelve (12) months of their employment. During probation, an employee can be disciplined or discharged by the Village for any or no reason. When an employee successfully finishes his or her probationary period, they will be entered on the seniority list of the unit as of the original date of employment. The Union shall represent probationary employees for the purposes of collective bargaining in respect only to rates of pay, wages and hours of employment.

### Section 3. **Seniority Rosters.**

No later than two (2) months after the effective date of this Agreement, the Employer shall prepare and post seniority rosters for bargaining unit employees in each department. If an employee has a problem with the accuracy of the list, he or she must notify the department head within five (5) days of the posting. If the employee does not raise a problem within five (5) working days, the list shall be deemed accurate. One (1) copy shall be furnished to the Union. The rosters will list each employee in the order of seniority and reflect each employee's department seniority. The Employer will provide the Union with information that is necessary to keep the seniority list up to date whenever a change occurs.

### Section 4. **Application of Seniority.**

Seniority and department seniority shall apply, as set forth in Section 5 below, to lay off and recall decisions and as otherwise specified in this Agreement.

### Section 5. **Lay-Offs and Recall.**

The Village in its discretion shall determine if layoffs are necessary. Those employees with the greatest skill, demonstrated ability and most satisfactory performance record will be retained. If all the other factors are equal, the employee with the greatest Department seniority will be retained. The Village will provide employees with at least a twenty-one (21) day notice of impending layoffs.

Employees on layoff shall be placed on a twelve (12) month recall list. Before new employees are hired, employees who are on the recall list shall be recalled in inverse order of their layoff.

Employees who are eligible for recall will be given twenty-one (21) calendar days' notice of recall with the first of the 21 days being the date the notice is postmarked by the United States postal service. Notice of recall shall be sent to the employee by certified mail, return receipt requested. If the employee does not report to work on the date specified in the notice of recall, the employee waives any right to recall. The Village shall be deemed to have fulfilled its obligation by mailing the recall notice as indicated in this section to the mailing address last provided by the employee. It is the obligation of the employee to provide the Department Head with the employee's current mailing address in order to comply with this Section.

#### Section 6. **Termination of Seniority.**

An employee covered by this agreement shall have his or her employment terminated with the Village and his/her name removed from the seniority list under, but not limited to, the following conditions:

- A. He/she quits, resigns or retires;
- B. He/she is discharged for just cause;
- C. He/she is laid off and fails to respond to a notice of recall in accordance with Section 5 above;
- D. He/she is laid off and does not perform bargaining unit work for the Village for a period in excess of two years; or
- E. He/she falsifies the reason for a leave of absence or engages in gainful employment for someone other than the Village while on leave of absence, without the prior written permission of his/her Department Head.
- F. It is the general policy of the Village to continue to utilize the employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary to the interest of the economy, department operations, improved work product, or emergency, providing such subcontracting will not cause the layoff or reduction in force of any bargaining unit employee

## ARTICLE 12 HOLIDAYS

### Section 1. **Holidays.**

All full-time employees shall be eligible for the following holidays:

- New Year's Day
- President's Day - February (Federal designated day)
- Good Friday
- Memorial Day (Federal designated day)
- Independence Day - July 4th
- Labor Day
- Thanksgiving Day
- Christmas Day
- Employee's Birthday

Subject to the manning requirements of the Department, employees may choose to take their birthday holiday on a day other than their birthday, in which case they shall give their supervisor no less than forty-eight (48) hours' notice of the day they wish to take off.

In addition to the above, all full-time employees shall be eligible for one (1) floating holiday each calendar year; to be used at the discretion of their supervisor. The floating holiday must be used in the current calendar year. It cannot be carried over to another calendar year and the employee will not be compensated for the floating holiday if it is unused.

### Section 2. **Eligibility.**

To be eligible to receive pay for any of the above days off, employees must work on their normal working day preceding and their normal working day following the holiday. Absence due to illness may require a doctor's statement. If a holiday falls on a Saturday, the preceding Friday shall be the observed holiday. If a holiday falls on a Sunday, the following Monday shall be the observed holiday.



## ARTICLE 13 VACATIONS

### Section 1. **Vacation Leave.**

Vacation will be given to employees in accordance with the schedule below. In scheduling vacation time off, more senior employees will have preference over less senior employees.

One (1) year completed -	Two (2) weeks vacation (10 working days).
Five (5) years completed -	Three (3) weeks vacation (15 working days).
Ten (10) years completed -	Four (4) weeks vacation (20 working days).
Fifteen (15) years completed -	Five (5) weeks vacation (25 working days).
Twenty (20) years completed -	Five (5) weeks & three (3) days vacation (28 working days).
Twenty-five (25) years completed -	Six (6) weeks vacation (30 working days).

Vacation leave will be granted on a calendar year basis for all employees, rather than on employment anniversary. Vacation leave will have to be taken during a calendar year, and employees will be entitled to take vacation per the aforementioned schedule beginning January 1st. The number of vacation days as of January 1st will be determined based upon the employee's employment seniority date for that calendar year. New employees will be entitled to take vacation leave on their first employment anniversary, prorated from their employment anniversary date to December 31st by calculating .83 days per month. Thereafter, their vacation leave will be on a calendar year basis.

Vacation cannot be carried over into the next vacation period. If due to the requirements of the Employer, it is not possible for an employee to take vacation during the current vacation period, the employee may carry over unused vacation into the next period.

Employees who because of illness or injury are unable to use all of their allotted vacation before the end of the calendar year shall be permitted to carry-over that unused vacation into the next calendar year. Such carried-over vacation must be scheduled within sixty (60) calendar days of the employee's return to work and taken at a time mutually agreed upon between management and the employee.

### Section 2. **Vacation not Taken.**

In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such accrued but unused vacation periods.

### Section 3. **Credit for Military Service.**

Any employee who is a re-employed veteran shall have credited to continuous service time absent due to Military Service to the extent required by law.

#### Section 4. **Holidays.**

Holidays, as recognized by the Employer, are not to be counted as part of a vacation.

#### Section 5. **Vacation Preference and Scheduling.**

Vacation will be granted to meet the requests of employees, by Department seniority, depending upon the needs of the Employer. Employees will schedule vacation in minimum segments of one week (five working days), except that employees will be eligible to take up to two weeks of vacation each calendar year in segments of one or more days at a time, subject to the following notice and scheduling requirements.

Employees must give notice to their Department Head of their intent to take any vacation time at least two business days in advance of the start of the vacation, in order to maintain the necessary work force, no more than two (2) employees in the Public Works Department and one (1) employee in the Water Department will be permitted to be on vacation at the same time.

Vacation requests will be granted by seniority, except that single day requests will be granted on a first come, first granted basis for days not scheduled during the initial sign-up period.

### **ARTICLE 14 WELFARE AND OTHER BENEFITS**

#### Section 1. **Sick Leave.**

Two alternative paid sick leave programs shall be maintained by the Village: (1) the traditional program involving no accrual of paid sick leave by employees from year to year, and (2) an accrual program. All employees hired after January 1, 2009, shall be required to participate in the accrual program. For those employees hired prior to January 1, 2009 and had made the program election; the election is irrevocable, except at the sole discretion of the Department Head, which shall not be exercised arbitrarily. Employees who elected to remain in the traditional program will be permitted to remain in the program until retirement.

#### **Traditional Program**

All non-probationary full-time employees shall be granted sick leave, with pay, at the rate of one (1) working day for each two months of service. A month of service is one in which an employee actually works at least twenty (20) working days. The number of sick days will be increased by one day after each two months of service during the first calendar year following completion of probation. On December 1 of the employee's second calendar year of employment, he/she will be eligible to use six (6) sick days. Accrued sick leave during a calendar year will carry over if the employee changes departments within the Village provided there is no break in service longer than thirty (30) days.

Employees may use sick leave in increments of four (4) hours provided they present a doctor's note for the time.

An employee who is sick or injured and cannot work shall inform his/her department head that he/she will be absent at least one-half hour before his/her scheduled starting time.

There shall be no carryover of accrued sick days from one calendar year to the next. If an employee uses less than the number of sick days he/she accrued in a calendar year, he/she will be paid at their current rate of pay for each day not used at the end of the calendar year. If an employee uses no sick days during an entire calendar year, he/she shall receive two bonus sick days in the following year. Bonus days will not pyramid in subsequent years. Records of sick leave credit and use shall be maintained by the Village. The amount of sick leave accumulated at the time when any sick leave begins shall be available in full.

If a full-time non-probationary employee is absent and cannot work because of illness or non-work-related injury for seven (7) or more consecutive work days, the Village shall supplement any disability insurance payments so that the employee receives a sum equal to his/her base pay for up to thirty (30) calendar days of absence. Any employee required to be examined as provided in this paragraph shall also provide a signed copy of the "Medical Release/Return to Work" permit.

Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee.

After three (3) consecutive work days of absence due to illness or the number of days provided for in Village policy, whichever is greater, employees shall submit to their Department Head a Doctor's certificate as proof of illness. Sick leave shall not be used as additional vacation leave or as personal leave. Sick leave may be used as maternity leave by employees. Any employee, who is subject to the rules in this paragraph shall have a "Medical Release/Return to Work" permit completed by his/her Physician prior to returning to work. This permit shall indicate the ability of the employee to carry out work tasks normally associated with said employee's job. An employee who has been off duty for the number of consecutive days provided for in this paragraph for any health reason may be required to undergo an examination by the Employer's physician before returning to work.

For health-related absences of less than the number of consecutive days provided for in the paragraph above, a Doctor's statement or proof of illness will not be required except in individual instances where the Employer has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health-related absence, examination by the Employer's physician may be required to ascertain whether the employee is physically fit to return to work.

### **Accrual Program**

1. Employees participating in the accrual program shall receive 96 hours of paid sick leave per year of active, full-time employment with the Village. Leave will accrue at a rate of 8 hours per month. In the event of a need to use leave during the first year of employment with the Village, an employee in good standing will be permitted to borrow and use sick leave which would accrue to him or her later in the year.
2. Any unused sick time will remain in the employee's personal account and will accumulate from year to year until needed or until retirement. Employees participating in the accrual program will not receive bonus days, will not be

compensated for unused time at the end of the year and will not have access to the 30-day income supplement benefit.

3. Upon retirement, an employee with accrued sick leave will have three options with regard to disposal of that time:
  - a. The employee may elect to be paid for such time at a rate of 50% of what that time would be worth at the time of retirement.
  - b. The employee may elect to use the accrued sick leave to buy service credit in accordance with applicable rules and regulations of IMRF.
  - c. The employee may elect to take the time as paid leave from which he or she would transition directly into retirement.
4. Employees may use sick leave for their own medical condition or for the medical condition of an immediate family member. For purposes of this section only, "immediate family member" shall be defined as: spouse, child or other family member living in the same household.
5. For pay purposes, hours of sick leave used will be rounded to the nearest four (4) hours.
6. Transition to accrual program for current employees: Current employees who elect to change from the traditional sick leave program to the accrual program will pass through a transition phase. During the first two years of the contract (January 1, 2009-December 31, 2010) the employee will retain the ability to use the thirty (30) calendar day full-pay major illness/injury benefit as provided in Section B.4 of the contract. During the third year of the contract (January 1, 2011 –December 31, 2011) the employee will retain the ability to use this benefit for up to twenty (20) calendar days. During the fourth year of the contract (January 1, 2012 – December 31, 2012) the employee will retain the ability to use this benefit for up to ten (10) calendar days.
7. All other provisions in the traditional program, such as procedures for reporting illnesses and for obtaining Doctor's notes, shall also apply under the accrual program.

## Section 2. Health Insurance.

The following will be the contribution rates for the Village and full-time employees' health insurance monthly premiums:

Village - 85%            Employee - 15%

The Village shall maintain during the term of this Agreement a Health Insurance Plan with overall benefits equivalent to those currently in place at the signing of this agreement.

### **Section 3. Dental Insurance.**

The Village shall pay fifty percent (50%) of the annual premium for family and individual coverage, for full-time employees. The Village shall maintain during the term of this Agreement a Dental Insurance plan with overall benefits equivalent to those currently in place at the signing of this Agreement.

### **Section 4. Continuance of Health and Dental Insurance.**

In the event a full-time employee is killed in the line of duty, the Village will continue to provide health and dental insurance for the dependents of the employee in accordance with the same terms and conditions as Sections 2 and 3 above for a period of one (1) year, provided the spouse does not remarry and the dependents are under the age of eighteen (18) years.

### **Section 5. Optical Insurance.**

Employees are eligible to purchase safety glasses and safety frames. The Village will pay up to a total of two hundred fifty dollars (\$250.00) every three years for the purchase of safety prescription glasses and safety frames upon submission of proof of purchase and cost. The costs of any and all eye examinations shall be paid by the employee and shall not be incurred by the Village. The Village will pay up to \$500 per employee for corrective vision surgery. Any employee who receives this payment will be ineligible to receive it again or to receive subsequent payment for eye glasses. Glasses or contact lenses lost or broken in the line of duty and not through employee carelessness shall be replaced by the Village at the full cost of repair or replacement.

### **Section 6. Physical Exams.**

A full-time employee shall be entitled to one physical examination to be administered by a Village authorized facility once during the term of this Agreement. The Village will pay the cost of the exam, not to exceed \$350 in excess of any insurance coverage. Records of the exams will be part of the employee's confidential medical file maintained by the Village.

### **Section 7. Right to Maintain Coverage While on Unpaid Leave or Layoff.**

An employee who is on an approved unpaid leave of absence or whom is on layoff with recall rights shall have the right to maintain Insurance coverage and if desired coverage for dependents at the employee's cost.

### **Section 8. Life Insurance.**

The Village shall provide \$100,000 of life insurance for each employee.

### **Section 9. Uniforms and Equipment.**

Full-time employees shall receive five hundred dollars (\$500.00) clothing allowance in the form of credit to their clothing account to purchase clothing deemed necessary. Uniforms shall include, but are not limited to pants, shorts, button up shirts (short and long sleeves), T-shirts, polo, jackets (winter, fall and spring), coveralls and parkas. Shorts are at the discretion of the supervisor, employees must keep a pair of pants in their car/locker.

The Village shall continue to supply employees at no cost to the employee with the types of safety equipment currently supplied, including rain gear.

**Section 10. Retiree Health Insurance.**

- A. To qualify for health insurance benefits, an early retiree must be at least fifty-five (55) years of age when he/she retires.
- B. Employees accrue points by adding their age together with the number of years of service with the Village.
- C. For any employee hired after 1968, the Village shall pay a percentage of the early retiree's insurance premium until he/she reaches the age of sixty-five (65) based on the following schedule:

- 95% for 80 points
- 75% for 75 points
- 50% for 70 points

Beginning on January 1, 2005, the Village shall pay 92.5% for 80 points. Beginning on January 1, 2006, the Village shall pay 90% for 80 points.

For any employee hired in 1968 or earlier, the Village shall pay a percentage of the early retiree's insurance premium until he/she reaches the age of sixty-five (65) based on the following schedule:

- 100% for 80 points
- 75% for 75 points
- 50% for 70 points

- D. At the age of sixty-five (65), the Village shall pay 95% of the supplemental insurance for an early retiree who qualifies for the above schedule, except for employees hired in 1968 or earlier, for whom payments shall be at 100%.
- E. Spouse's insurance coverage will continue to be handled consistent with Village Ordinance dated October 3, 1985, Sections 3.A. and B.
- F. Employees hired before January 1, 2019 will receive health insurance as listed above. All employees hired on or after January 1, 2019 will be able to continue their retiree insurance benefits through the Village by paying 100% of the premium.

**Section 11. Commercial Drivers License.**

The Village shall pay to each employee required to have a Commercial Drivers License (CDL) the difference between the cost of an Illinois passenger car license and that of the CDL. The payment shall be for both the initial cost of obtaining the CDL and for any and all renewals.

## ARTICLE 15 SAFETY

The Union and the Village of Bedford Park agree to cooperate to the fullest extent reasonably possible to promote the use of safe equipment, facilities and practices.

## ARTICLE 16 SCHOOLS, SEMINARS, REIMBURSEMENT AND EDUCATIONAL INCENTIVES

### Section 1. **Reimbursement.**

Reimbursement will be granted when an employee is required by the Employer to attend any educational or training programs. The cost of optional programs may be reimbursed at the discretion of the Department Head.

### Section 2. **Posting of Courses.**

The Village shall post on bulletin boards located at the Public Works and Water Departments Garage announcements of all courses to be given which are either compulsory for a segment of the staff or may be optional for the purpose of improving the professional standing of the Employee or the Department. If optional courses are to be reimbursed, all eligible staff members shall have an opportunity to bid for the optional courses. In the event that there are more bids than openings available, the senior personnel within the Department will be given preference, subject to any special requirements by the institution giving the course.

### Section 3. **Compulsory Courses.**

The Superintendent of Public Works and the Water Department shall arrange all compulsory courses and training programs in such a manner, so any employee required to complete such course or participate in such training program shall be able to do so during his/her regularly scheduled working shift, whenever possible.

### Section 4. **Optional Courses.**

Any employee attending an optional educational course related to the furtherance of his/her proficiency as an employee with the Village shall, upon successful completion thereof and presentation of evidence of such successful completion, be reimbursed by the Employer for the cost of tuition and other expenses advanced by him/her in taking of such course, provided the employee had the prior written approval of the Employer.

## ARTICLE 17 LEAVES OF ABSENCE

### Section 1. **Bereavement Provisions.**

Any employee, upon request, shall be granted three (3) consecutive days of bereavement leave without loss of pay immediately following the death and for the purpose of mourning the death of a member of his/her immediate family. Immediate family shall mean: mother, father, wife, husband, daughter, son (including step or adopted), sister, brother (including half or step), mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent and grandchild.

If the death of a spouse or child occurs, an employee shall be granted an additional five (5) days. If the death of a mother or father occurs, an employee shall be granted an additional two (2) days leave. An otherwise eligible employee will not receive bereavement pay when he or she is otherwise being paid for but is not scheduled to work such days.

#### **Section 2. Jury Duty.**

Approval will be granted, with pay, for any jury imposed upon any bargaining unit employee; however, any compensation, exclusive of travel allowance which is received, must therefore be turned over to the Employer by said employee.

#### **Section 3. Family and Medical Leave.**

Eligible employees shall be entitled to unpaid leave of up to twelve (12) work weeks on the basis of a "rolling" 12-month period measured backward from the date the employee uses any leave as provided for in the Family and Medical Leave Act of 1993 ("FMLA" or "Act"). Employees who have been employed for at least twelve (12) months with the Village and who have worked at least 1,250 hours during the twelve (12) month period preceding the start of the leave shall be eligible for FMLA leave.

All paid and unpaid leave which may be used for a purpose which qualifies under the Act shall run concurrently with the employee's FMLA entitlement and is credited against the FMLA entitlement. Employees must use any accrued paid sick leave or unpaid leave with any remaining unpaid FMLA leave. An employee on FMLA leave shall receive the same health benefits coverage as if the employee had been continuously employed for the duration of such FMLA leave. The employee must continue to pay any share of health benefits premiums during an FMLA leave which had been paid by the employee prior to such FMLA leave.

Upon returning from an FMLA leave, the employee shall be restored to his or her original position or to an equivalent position in accordance with the Act. It is expressly understood between the parties that any complaint arising out of the application or interpretation of this Section is not subject to the grievance procedure, including arbitration. Nothing in this Article diminishes or expands the Village's or employee rights and duties under the FMLA.

#### **Section 4. Approved Leaves of Absence.**

Employees on approved leaves of absence shall retain seniority, but shall not accrue any fringe benefits.

### **ARTICLE 18 GENERAL PROVISIONS**

#### **Section 1. Duration and Notification.**

This Agreement shall be effective as of 12:01 a.m., of the date it is ratified by the parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of December, 2023. It shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, at least sixty (60) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date.



## **Section 2. Notification of Termination.**

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in Section 1, above.

## **Section 3. Savings Clause.**

If any provision of the Agreement or any application thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those rendered or declared unlawful, invalid, or unenforceable.

## **Section 4. Complete Agreement.**

The Parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject and matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Except as may be stated in this Agreement each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

# **ARTICLE 19 EMPLOYEE DRUG AND ALCOHOL TESTING AND ABUSE**

## **Section 1. Drug and Alcohol Testing.**

The parties acknowledge that the Village is required to implement federally mandated drug and alcohol testing programs on January 1, 1996, pursuant to 49 C.F.R. Part 382. The parties agree for the sake of consistent administration that the regulations shall be applied beginning on January 1, 1996 to all employees in the bargaining unit, whether or not they are required to hold a commercial driver's license.

## **Section 2. Discipline.**

Except for misconduct involving possession, sale, purchase or consumption of prohibited drugs or alcohol on Village property or during the work day, in the first instance an employee tests positive as defined above on a drug or alcohol test, the employee may be subject to disciplinary action, up to and including suspension, but not discharge (other alleged violations may be just cause for discharge on their own merits), provided that the employee participates in an appropriate treatment program determined by a physician of the Village's choice and discontinues his use of prohibited drugs or abuse of alcohol. Employees who do not comply with the conditions of this section, who test positive for a second time who refuse to take a test when requested in accordance with the regulations, or who are involved in the possession, sale, purchase

or consumption of prohibited drugs or alcohol on Village property or during the work day shall be subject to dismissal.

## ARTICLE 20 WAGES

### Section 1. Base Salaries.

Employees shall receive the following wage rates based on their years of service in the Department:

	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023
Foreman Water	\$ 95,868	\$ 98,744	\$ 101,706	\$ 104,757	\$ 107,900
Foreman PW	\$ 94,080	\$ 96,902	\$ 99,809	\$ 102,803	\$ 105,887

<i>Maintenance</i>	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023
A. 21+ years	\$ 86,157	\$ 88,742	\$ 91,404	\$ 94,146	\$ 96,970
B. 16-20 years	\$ 80,097	\$ 82,500	\$ 84,975	\$ 87,524	\$ 90,150
C. 11-15 years	\$ 74,012	\$ 76,232	\$ 78,519	\$ 80,875	\$ 83,301
D. 6-10 years	\$ 67,952	\$ 69,991	\$ 72,091	\$ 74,254	\$ 76,482
E. 1-5 years	\$ 61,867	\$ 63,723	\$ 65,635	\$ 67,604	\$ 69,632
Probationary	\$ 59,384	\$ 61,166	\$ 63,001	\$ 64,891	\$ 66,838

On the anniversary date when employees complete five (5), ten (10), fifteen (15) and twenty (20) years of service in the Department, they shall move to the next higher tier of wages. During the first year of employment, employees shall be paid at the probationary rate. Upon their first anniversary, they shall begin their second year of the 1-5 year pay level.

The probationary wage rate shall apply for the one-year probationary period. Employees who successfully complete their probationary period shall receive the then current Maintenance E wage rate effective the first working day following the end of their probationary period.

This salary schedule will be applied to any employee hired after 1/1/2014. This schedule will be subject to bargaining when this contract expires on 12/31/2023.

Maintenance	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023
A. 13+	\$ 57,885	\$ 59,622	\$ 61,411	\$ 63,253	\$ 65,151
B. 10-12 years	\$ 55,392	\$ 57,054	\$ 58,766	\$ 60,529	\$ 62,345
C. 7-9 years	\$ 53,007	\$ 54,597	\$ 56,235	\$ 57,922	\$ 59,660
D. 4-6 years	\$ 50,724	\$ 52,246	\$ 53,813	\$ 55,427	\$ 57,090
E. 1-3 years	\$ 48,540	\$ 49,996	\$ 51,496	\$ 53,041	\$ 54,632
Probationary (0-12mths)	\$ 46,123	\$ 47,507	\$ 48,932	\$ 50,400	\$ 51,912

Custodian – The starting salary for the Custodian position shall be \$35,000 for the life of this contract. After completion of one-year, the employee would then be eligible for an annual wage increase on January 1<sup>st</sup> of each contract year in the amount of three percent (3%).

**Section 2. Retroactivity.**

All economic improvements and health insurance increases are retroactive to January 1, 2019.

**Section 3. Longevity.**

A longevity bonus will be paid in accordance with the schedule at Appendix B.

**Section 4. EMT Stipend.**

Any employee covered under this Agreement holding a valid EMT status shall receive an additional \$500 stipend per year.

**Section 5. Service Benefit**

The Village shall pay an employee hired prior to January 1, 2019 an additional two hundred dollars (\$200.00) per month for each of the last twelve (12) months of the employee's employment with the Village. An employee who was hired prior to January 1, 2019, and will have served the Village as an employee for at least 20 consecutive years at the time of retirement and who gives 18 months of irrevocable advance notice of retirement may apply for designation as a Senior Employee I. An employee who was hired prior to January 1, 2019 and will have served the Village as an employee for at least 20 consecutive years at the time of retirement and who gives 30 months of irrevocable advance notice before retirement may apply for designation as a Senior Employee II. All employees who apply for this designation and who satisfy the requirement established in this section, shall be appointed to these positions. Appointment to these positions is intended to afford the Village the opportunity to fully utilize the experience, training and expertise of these senior employees. Specific duties and responsibilities shall be determined solely at the discretion of the Department Head, although that discretion shall not be exercised arbitrarily.

As compensation for these positions, the Senior Employee I shall receive a 20% increase in his or her compensation for his or her last 12 months of employment before retirement. As compensation for these duties, the Senior Employee II shall receive a 10% increase in salary during each of the last 2 year of employment before retirement. In addition, both positions shall receive 3 points toward his or her retirement health insurance reimbursement. Employees in these positions are required to use all accrued vacation time prior to retirement; such time will not be paid out as a cash benefit.

Employees who receive these positions shall not receive the Village's pre-retirement benefit of \$200 per month. This position and associated benefit shall become null and void should the Village become subject to the Downstate Pension Fund for its fire and police employees.

**Section 6. Stipends.**


Stipends shall be paid in accordance with Appendix C.

**Section 7. Notice of Foreman Opening.**


If a foreman position becomes vacant, notice of the vacancy will be posted in the Department before being posted or advertised elsewhere, and applicants from within the Department will be considered before any applicant from outside the Department is hired.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_ day of February, 2019.

FOR THE EMPLOYER:

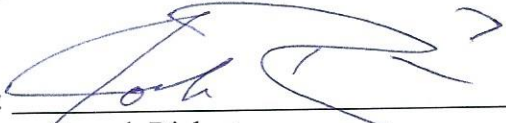
By: 

David Brady  
Village President



Yvette Solis  
Village Clerk

FOR THE UNION:

By: 

Joseph Richert  
Union Representative




Frank McMullin  
Bargaining Committee



Joseph Lupo  
Bargaining Committee



Jason Jurkones  
Bargaining Committee



Marcin Michalek  
Bargaining Committee

# APPENDIX A

## Service Employees International Union Local 73 Application for Membership and Payroll Deduction Authorization

By signing below, I hereby request and accept membership in SEIU Local 73, and authorize said union to represent me and, on my behalf, to negotiate and conclude any and all agreements as to wages, hours and other conditions of my employment. I agree to abide by its Constitution and Bylaws and the SEIU Constitution and Bylaws.

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

By signing below, I request and voluntarily authorize my employer to deduct from my earnings and pay over to SEIU Local 73 an amount equal to initiation fees and the regular monthly dues uniformly applicable to members of SEIU Local 73. To the extent permitted by law, this authorization shall remain in effect and be irrevocable, unless I revoke it by sending signed, written notice via U.S. mail to SEIU Local 73 during the period not less than thirty (30) days and not more than forty-five (45) days before the annual anniversary date of this agreement or the date of termination of the applicable contract between the employer and SEIU Local 73, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless I revoke it in writing during any window period, even if I have resigned my membership in SEIU Local 73. SEIU Local 73 is authorized to deposit this authorization with my current Employer(s) and with any other Employer(s) under contract with SEIU in the event I change Employers or obtain additional employment. This authorization will remain effective if my employment with the Employer is terminated and I am later re-employed by the Employer.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Circle one: Full-time Part-time Seasonal

Print Name \_\_\_\_\_ Last 4 SSN \_\_\_\_\_  
Last Name First Name Mid. Initial

Date of Birth \_\_\_\_\_ Cell Phone\* \_\_\_\_\_ Email \_\_\_\_\_

\*By providing my phone number, I understand that SEIU and its locals may use automated calling technologies and/or text message me on my cellular phone on a periodic basis. SEIU will never charge for text message alerts. Message and data rates may apply to such text alerts. Text STOP to 787753 to stop receiving messages. Text HELP to 787753 for more information.

Home Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Employer \_\_\_\_\_ Work Location \_\_\_\_\_ Job Title \_\_\_\_\_

Contributions or gifts to SEIU Local 73 are not tax deductible as charitable contributions. However, they may be tax deductible as ordinary and necessary business expenses. The collective bargaining agreement with your employer may provide that you must become a member of SEIU Local 73 to the extent permitted by law. This means only the timely tender by you of the uniform initiation fees and periodic dues as may be lawfully required. While you do not have to become a full member of Local 73, membership in the Local provides you with very important rights in addition to the wages, benefits, and job security provided by the Collective Bargaining Agreement. These rights include the right to vote to accept or reject a proposed Collective Bargaining Agreement, fully participate in the development of contract proposals, vote in the election of your union officers, benefit from other programs such as credit cards, discount coupons, and other services available to union members. These rights and others are clearly set forth in the Union Constitution and Bylaws. If you choose to forgo the above rights and not be a full member of Local 73, you may file written objections to funding union expenditures that are not related to the union's role as a collective bargaining representative. Individuals desiring to file objections should notify the Local 73 Secretary-Treasurer in writing via U.S. mail and request a description of the procedures which must be followed and to obtain information as to how these fees are calculated. The fees charged to those individuals who decide to object are based on the most recent annual audit of the Union's expenditures, but historically range from 65 to 87 percent of full membership dues.

### DEDUCTION AUTHORIZATION COMMITTEE ON POLITICAL EDUCATION FUND (COPE)

Print Name \_\_\_\_\_ Employer \_\_\_\_\_

I authorize my employer to deduct from my paycheck every pay period to forward to SEIU Local 73 as a contribution to SEIU Committee on Political Education ("SEIU COPE") the sum of (circle one):

\$5.00      \$10.00      \$15.00      Other: \$ \_\_\_\_\_

I understand that: 1) I am not required to sign this form or make COPE contributions as a condition of my employment by my employer or membership in the union; 2) I may refuse to contribute without any reprisal; 3) Only union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE; 4) the amounts on this form are merely a suggestion, and I may contribute more or less by this or some other means without fear of favor or disadvantage from the union or my employer; 5) SEIU COPE uses the money it receives for political purposes, including but not limited to addressing political issues of public importance and contributing to and spending money in connection with federal, state, and local elections.

Contributions to SEIU COPE are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me.

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

Last 4 SSN \_\_\_\_\_ Registered to vote?  Yes  No

Original: Employer      Copies: Union



APPENDIX B

Longevity

<u>Service Time (Years)</u>	<u>2019-20123</u>
6	415
7	460
8	502
9	544
10	586
11	670
12	754
13	837
14	920
15	1004
16	1088
17	1171
18	1254
19	1338
20	1421
25	1671

Longevity begins with the start of the sixth year.

After twenty-five years of service, the longevity pay shall be increased by \$250.

## APPENDIX C

Special stipends shall be paid for certain roles that require certifications. All employees will be offered the same training and opportunity to obtain certification, upon completion of the training and successfully obtaining the certifications employees shall receive the stipends. The Department Head shall determine who is sufficiently qualified to perform these roles and warrant these stipends, but the qualifications shall be approximately the same as the qualifications held by the individuals who currently receive the stipend. Continued payment of the stipends to designated individuals shall depend on their performance. Decisions to reassign stipends shall not be made on an arbitrary basis.

Upon ratification of this Agreement, employees must produce a valid certification to receive these stipends.

### Water

Class C License Holder (Foreman)	\$1400 per year
----------------------------------	-----------------

### Public Works

Building Maintenance Skills	\$1400 per year
-----------------------------	-----------------

Vehicle Maintenance Skills	\$1400 per year
----------------------------	-----------------