

Collective Bargaining Agreement

between

Village of Maywood  
Cook County, Illinois

and

Maywood Firefighters

Service Employees International Union

May 1, 2018 to April 30, 2022

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## AGREEMENT

This agreement is entered into by and between the Village of Maywood, Illinois (hereinafter called the "Village") and the Maywood Chapter of Service Employees International Union, Local 73 (hereinafter called the "Union").

### ARTICLE 1 - PREAMBLE

WHEREAS, this Agreement entered into this 19<sup>th</sup> day of March, 2019, by and between the Village of Maywood, Illinois, hereinafter referred to as the "Village," and the Maywood Chapter of the Service Employees International Union, Local 73, hereinafter referred to as the "Union," has as its purpose the promotion of a harmonious and mutually beneficial working relationship between the Village and the Union and;

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

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

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

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

### ARTICLE 2 - RECOGNITION

Section 1. The Village recognizes the union as the sole and exclusive bargaining agent, for the purpose of establishing salaries, wages, hours, and conditions of employment for all non-probationary firefighters and lieutenants below the rank of captain, hereinafter referred to in this Agreement as "employees" or "union members."

Section 2. The Village shall recognize the designated Union email as an acceptable form of communication provided the person who sent the email puts his/her name on it.

### **ARTICLE 3 - DISCRIMINATION**

Neither the Village nor the Union shall discriminate against any employee because of race, sex, religion, creed, color, national origin or Union activity.

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

The Village shall retain the sole right and authority to operate and direct the affairs of the Village and the Fire Department in all its various aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the Village's right to determine its mission and set standards and hours of service offered to the public; to direct the working forces; to assign overtime; to plan, direct, control, and determine the operations and services to be conducted in or at the Fire Department or by employees of the Village; to increase or reduce the number of employees making up a shift and to assign and transfer employees; to hire, promote demote, suspend, discipline, or discharge for just cause; to reduce the complement of personnel or relieve employees due to lack of work or for other legitimate reasons, subject to the statutory jurisdiction of the Fire and Police Commission; to make and enforce reasonable rules and change methods, equipment, or facilities, including automobiles and equipment; provided that the exercise of such authority shall not conflict with any of the specific provisions of this Agreement. Nothing herein shall derogate from the authority of the Fire and Police Commissioners. Management shall not exercise any of the rights enumerated herein in an arbitrary or unreasonable manner.

### **ARTICLE 5 - GRIEVANCE PROCEDURE**

**Definition of Grievance** -A grievance is defined as "A difference of opinion between an employee or the Union and the Village with respect to the meaning or application of the express terms of this Agreement".

**Grievance Procedure** -Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) business days from the time of the occurrence of the event giving rise to the grievance. Business days are defined as those days Monday thru Friday that the Village Hall is open.

1. All bargaining unit employees shall have ten (10) business days from the date of the event giving rise to the grievance to raise his grievance verbally to his shift Captain for the purpose of attempting to resolve the grievance. A memorandum of the presentation of the grievance, Appendix C attached hereto, shall be presented to the grievant and signed by the grievant and shift Captain. Discipline involving a suspension or greater will start at Step 2 of the grievance procedure with the Fire Chief.

2. If a satisfactory solution to the grievance is not achieved within ten (10) business days after its submission to the shift Captain, the grievant may, within ten (10) business days, reduce his grievance to writing and submit it to the Fire Chief or his designee for possible resolution. All written grievances shall specify the date and issue(s) and propose a suggested remedy.

3. The Fire Chief or his designee shall respond to the grievance in writing within ten (10) business days after the submission of the grievance at step two. If a satisfactory solution to the grievance is not reached at this step, the grievant shall have ten (10) business days to submit his grievance and the written response of the Chief or his designee to the Village Manager for possible resolution.

4. If the grievance is not settled with the Village Manager within 21 calendar days after the submission of the grievance to him or his agent, the Union may refer the grievance to binding arbitration by giving written notice to the Manager within fourteen (14) calendar days after receipt of the Manager's decision or if no decision was given, within 14 calendar days of the date the decision was due. Both parties shall attempt to agree upon an arbitrator, but if they are unable to do so, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators.

The Union shall strike one name, then the Village shall strike one name; then the Union shall strike another name and the Village shall strike another name, and the person whose name remains shall be the "arbitrator"; provided that either party prior to striking any names shall have the right to reject one panel of arbitrators.

The arbitrator shall be notified of his selection by a joint letter from the Village and Union requesting that he set a time and place for a hearing subject to the availability of the Village and Union representatives.

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

5. At any stage of the grievance procedure, the grievant may be accompanied and represented by the Union.

6. All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations.

7. In the event that an employee covered by this Agreement is suspended for five (5) days or more, or is discharged, the employee shall have the option of proceeding before the Board of Fire and Police Commissioners or an impartial arbitrator selected pursuant to this grievance procedure. The employee must elect, in writing and at the time he or she is notified of the contemplated suspension or dismissal, whether he or she wishes to proceed before the Board of Fire and Police Commissioners or an arbitrator. In the case of a dismissal, if the employee elects to proceed before an impartial arbitrator the employee and the union agree that the dismissal will become effective immediately upon such election. If the employee elects to proceed before an impartial arbitrator, the election waives any and all rights the employee may have to proceed before the Board of Fire and Police Commissioners. If the employee elects to proceed before the Board of Fire and Police Commissioners, charges will be filed and the case will proceed according to the Rules and Regulations of the Board of Fire and Police Commissioners and applicable law, and the election waives any and all right the employee may have to proceed before an impartial arbitrator. In no case will any employee be allowed to proceed before both an arbitrator and the Board of Fire and Police Commissioners with respect to the same matter.

7(a). All Village and/or Department investigations of members accused of misconduct or violations of Village ordinances or Fire Department rules and regulations shall be limited to sixty (60) calendar days from the date the member is ordered to write a narrative regarding any alleged misconduct. Investigations are terminated when charges are formally filed or when the member is given written notice the investigation has been terminated. In certain investigations where there is a need for scientific reports, or there are allegations of criminal conduct or civil rights violations, the investigation may be extended by the Chief or his designee for an additional thirty (30) day period. The Union shall be advised of any 30 day extension. The Village shall comply with the Firemen's Disciplinary Act. If a sworn complaint against a member is submitted by a citizen, the member shall receive a copy of the complaint prior to writing any narratives.

8. No member of the bargaining unit who is serving in an acting non-bargaining unit capacity (such as an acting shift commander for the day) shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. No action, statement, agreement, settlement, or representation made by any member of the bargaining unit concerning the meaning, interpretation or application of any provision of this Agreement shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

9. Grievances may be submitted either through designated Union email or in person. A notice shall be posted on the Union bulletin board showing only the grievance log number and date. If the grievance is an "all affected" grievance, the Union shall post the grievance on the Union bulletin board. The failure of the Union to post a grievance will not invalidate the grievance.

## **ARTICLE 6 – NO STRIKE -NO LOCKOUT**

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

## **ARTICLE 7 - WAGES**

The Wage Schedules for Firefighters and Lieutenants are set forth in appendix B.

## **ARTICLE 8 - AMBULANCE DUTY QUALIFICATIONS**

Qualified ambulance personnel shall be assigned to "E Squad" Duty. Qualified shall be construed to mean an employee who, at the time he is serving, is currently certified an "EMT." Only qualified personnel shall be assigned to "E Squad" Duty. A third non-qualified firefighter can be assigned to "E Squad" Duty for training purposes.

Each EMT assigned to ambulance duty on the primary ambulance currently operated out of Station 2 shall receive \$30.00 per shift day for each day assigned to ambulance duty. Each EMT assigned to ambulance duty on the secondary ambulance currently operated out of Station 1 shall receive \$10.00 per shift day for each day assigned to ambulance duty.

## **ARTICLE 9 - WAGE INCREASE QUALIFICATIONS**

**CERTIFIED REQUIREMENTS:** In order to qualify for the four (4) salary increase at year four (4) of the salary scale, the following requirements must be met:

(1) Any firefighter who began employment after May 1, 1983 and who has not received F.A.E. (FIRE APPARATUS ENGINEER) certification and Advanced Firefighter Technician shall not be eligible to receive a fourth year pay increase until such time as Firefighter receives the FAE and SCFIII Certifications. Upon receiving the F.A.E. and Advanced Firefighter Technician the firefighter shall be entitled to his step four pay increase. Any such increase, however, shall be retroactive only to the date of F.A.E. or SCF III Certification, whichever occurs last.

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## **ARTICLE 10 - VACATION & HOLIDAY PAY**

Section 1. Firefighters Vacation Schedule: Firefighters with more than one year of service but less than three years of service shall receive four (4) 24 hour (duty) days paid vacation which shall accrue immediately upon the anniversary date of employment. All vacation days shall be picked by seniority annually.

Firefighters with three or more years of service but less than six years shall receive six (6) 24 hour (duty) days of paid vacation which shall accrue immediately upon the anniversary date of employment. All vacation days shall be picked by seniority annually.

Firefighter with six or more years of service but less than nine (9) years shall receive eight (8) 24 hour (duty) days of paid vacation shall accrue immediately upon the anniversary date of employment. All vacation days shall be picked by seniority annually.

Firefighters with nine or more years of service but less than twelve years of service shall receive ten (10) 24 hour (duty) days of paid vacation which shall accrue immediately upon the anniversary date of employment. All vacation days shall be picked by seniority annually.

Firefighters with twelve or more years of service shall receive twelve (12) 24-hour (duty) days of paid vacation which shall accrue immediately upon the anniversary date of employment. All vacation days shall be picked by seniority annually.

Lieutenants Vacation Schedule: All Lieutenants, regardless of Departmental seniority, shall receive thirteen (13) 24-hour duty shifts of vacation per calendar year upon promotion. After one (1) year as lieutenant, a lieutenant's vacation benefit shall increase to fourteen (14) 24-hour duty shifts of vacation per year.

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

During summer picks for the months of June, July and August, employees shall be limited to a block of four (4) vacation days to be picked in the first round. In the first round of vacation picks, employees would be limited to picking half of their vacation days (inclusive of the four day block). If their total days off are an odd number, the employee shall round up to the next number for the first round pick. In the second round of vacation picks, there shall be no block restrictions and the employee shall be able to pick the second half of their allotted vacation days.

Section 2. All non-probationary Employees shall receive five (5) 24 hour (duty) days of compensatory time off with pay in lieu of paid holidays each year. These days off shall be picked by seniority annually. Probationary firefighters shall receive a pro rata holiday benefit during their the calendar year in which they are hired, as follows: if hired in January or February, the probationary firefighter shall receive all five (5) days; if hired in March or April, the probationary firefighter shall receive four (4) days; if hired in May or June, the probationary

firefighter shall receive three (3) days; if hired in July or August, the probationary firefighter shall receive two (2) days; if hired in September or October, the probationary firefighter shall receive one (1) day; if hired in December, the probationary firefighter shall receive no holidays in the calendar year of hire.

## **ARTICLE 11 - DUTY DAYS OFF**

Firefighters shall work a twenty-four hour on duty shift, and forty-eight hour off duty schedule. Each firefighter shall receive one (1) twenty-four duty day off of work during each twenty-seven (27) day work cycle. These days shall be known as "Duty Days Off" "(DDO). The purpose of DDO Days is to reduce the employee work week to forty-eight point one (48.1) hours. Any firefighter who has a DDO Day fall during his vacation shall be allowed to exchange his DDO for another day. The Fire Chief or his designee shall insure that work schedules and DDO schedules are posted no later than two (2) working days (six calendar days) prior to the commencement of each shift-work cycle.

## **ARTICLE 12 - MINIMUM MANNING**

Due to the nature of the Fire Service and the consideration which must be given for the safety of the personnel, there is a necessity for a minimum manning requirement of eight (8) bargaining unit firefighters per shift (*or*, alternatively, seven (7) bargaining unit firefighters and one (1) bargaining unit lieutenant) including any probationary firefighters, if they are certified firefighter basic.

## **ARTICLE 13 - OVERTIME PAY**

Section 1. Overtime shall be paid at the rate of time and one-half (1 1/2) of the hourly salary subject to the following terms and conditions:

- (A) The Work Cycle shall consist of twenty-seven consecutive calendar days. Nine (9) 24 hour work days, per shift per cycle.
- (B) Vacation time, funeral leave, compensatory time and holiday time shall be considered "time worked" for purposes of determining overtime payment.
- (C) All time worked in excess of 192 hours per cycle shall be compensated at the rate of time and one half (1 1/2) the employees regular rate of pay.
- (D) Holdover Policy. Any employee held over from his shift to the following twenty-four (24) hour shift as a result of manpower shortage because of the absence of his designated relief shall be paid increased compensation at the rate of time and one half (1 1/2) for the twenty-four hour period that he is held over.

(E) Emergency Holdover Time. Emergency holdover time shall be defined as that time in which a employee is held over from one shift to another as a result of his inability to complete shift duties in a timely fashion. In the case of Emergency Holdover time, all employees held over to perform their duties fifteen (15) minutes past their scheduled shift change shall receive 3 minimum of two (2) hours additional pay at the rate of time and one half (1-1/2). Any hours worked in excess of two hours shall be paid at the rate time and one half (1-1/2). In the case of Emergency Holdover time, overtime shall be credited to the employee regardless of the hours he may have worked during the work cycle and shall be paid to the employee no later than the next regularly scheduled pay period following the date of the emergency holdover.

(F) Emergency Call Back Time. Emergency Call Back Time shall be defined as that time in which a non-duty employee is called to duty by the Fire Department. In the case of an Emergency Call Back, all employees called back shall receive 3 minimum of two hours additional pay at the rate of time and one half (1-1/2) of their regular rate of pay. Any hours worked in excess of two hours shall be paid at the rate of time and one half (1-1/2) of the employee's regular rate of pay. In the case of Emergency Call Back Time, overtime shall be credited to the employee regardless of the hours he may have worked during the work cycle and shall be paid to the employee no later than the next regularly scheduled pay period following the date of the emergency call back.

(G) Tardiness Compensation. All employees held over for one-half (1/2) hour or more past their scheduled shift change due to their relief's tardiness shall receive a minimum of two (2) hours overtime time. The late employee's salary shall be docked two (2) hours straight time.

Section 2. All overtime pay shall be paid on the scheduled payday for the pay period in which it is earned. Overtime shall be paid to the nearest  $\frac{1}{2}$  hour.

Section 3. If a mandatory training is canceled with less than forty-eight (48) hours' notice, then all unit employees shall be paid for two (2) hours of call back pay at the overtime rate. The Village shall give a minimum of seven (7) days' notice for all shifts having a mandatory meeting or training. Employees shall be notified of the mandatory training/meeting by signing a written order.

Section 4. All overtime assignments in excess of twelve (12) hours shall be assigned on a rotating seniority basis by use of the designated overtime list. The overtime list shall be administered by the Union Chairman or his designee. The procedure for the call back of twelve (12) hours or more shall be as follows:

1. The shift commander (Captain or Acting Captain) will notify the Union Chairman or his designee as soon as reasonably possible that there is a need to fill manpower. For practical purposes, this notification should take place during normal business hours when the schedule reflects the need in advance. In instances where the shift commander becomes aware of a need after normal business hours (sick call off, on duty injury, etc.) the shift commander will advise the union designee of the need to fill the shift as soon as possible after becoming aware of the shift manpower shortage.

2. The shift commander will advise the union designee as to whether departmental requirements (listed below) must be considered prior to the designee starting the process of calling from the overtime list.
3. The union designee will begin the process of filling the manpower shortage by calling the union members or officers, depending on manpower requirements, in their order on the designated overtime list. Union members should make every effort possible to be certain the proper phone number is posted on the overtime list.
4. The union designee will attempt to contact via the phone numbers posted on the overtime list. The designee will allow for ten (10) rings or for the answering machine to respond should no one answer, and leave a message indicating the date and time called.
5. When a member is contacted, they must respond as to whether they will accept or decline the overtime. Should they accept the overtime assignment, they will be moved to the bottom position on the overtime list, the date they accepted the overtime shall be noted, and the member accepting the assignment shall be responsible for filling the hours needed to cover the manpower shortage. Should they not accept the overtime, their name will remain in the same position on the overtime list and the next member will be called. This process will continue until any and all positions are filled. The union designee will advise the shift commander of who has accepted the overtime.
6. Members who accept this overtime will be slotted into the shift schedule for their assignment by their departmental seniority. (Senior firefighters will be assigned engineering or acting lieutenant positions, and less senior firefighters will be assigned to the EMT positions their departmental seniority dictates.) The shift commander will make certain that any and all parties affected by the callback will be notified in a timely fashion should there be a need to switch station assignments for the call back.
7. The Union and the Village mutually agree that the Village of Maywood Fire Department shall be staffed as indicated in this Article 12 of this Agreement with the following criteria:
  - a. All shifts will be staffed with a minimum of four (4) EMTs (every effort will be made by both parties to fulfill this requirement; in the event that four (4) EMTs cannot be met, a non-EMT may be contacted and work, however one ambulance will be taken out of service for that time period.
  - b. A minimum of one (1) officer (Captain or Lieutenant as Acting Captain) will be scheduled for duty at all times, only firefighters who have been certified as both a SCIII and FAE with four (4) years of service will be allowed to work as engineers or truck drivers.
  - c. When the Lieutenant is serving in an Acting Captain's position and no other officer is assigned to duty on that shift, a minimum of eight (8) firefighters will be assigned for duty.

- d. Captains may fill in for other captains but shall not be included in other overtime callouts.

## **ARTICLE 14 - LIFE INSURANCE**

A term life insurance policy in the amount equal to the highest annual wage of a bargaining unit member shall be purchased for each bargaining unit member. The Village shall pay the full cost of the insurance policy. In addition, the Village shall allow members of the Department to purchase additional term life instance at the group rate made available to the Village.

## **ARTICLE 15 - MEDICAL INSURANCE**

A medical hospitalization and dental insurance policy shall be issued to each employee of the Department. An advisory committee shall be created consisting of three (3) Union members and three (3) Village employees to study any recommended changes in the "Health Insurance" premium for the Village.

The group health, hospital and dental insurance policy, including the eligibility requirements established by the Village, shall be maintained for the term of this Agreement; provided, however, that the Village retains the right to change insurance carriers or otherwise provide for coverage as long as the level of benefits remains identical. Effective May 1, 2015, the Village shall pay 85% and the employee shall pay 15% of the premiums of said health, hospital, vision and dental insurance policy.

## **ARTICLE 16 - PENSION BENEFITS**

The Village shall pay the medical insurance premiums for employees injured in the line of duty. Upon certification of the Maywood Fireman's Pension Board that the employee is being pensioned with an on-the-job medical pension pursuant to Illinois State Statutes, the Village agrees to pay the entire amount of the individual or, where applicable, family medical insurance in an amount not to exceed the cost paid by the Village for the employee and his dependents in this category.

In the event an employee receives a pension other than a duty related medical disability pension from the Maywood Fireman's Pension Board, the Village agrees to pay 50% of the medical insurance in an amount not to exceed the cost paid by the Village on the date pensioned. Allocations shall be budgeted on a line item basis each fiscal year toward this fund. The minimum budget allocation for the members of the bargaining unit shall amount to \$1 1,400.00 per fiscal year.

In the event of the death of a pensioned employee as set forth above prior to his/her 65th birthday, the Village agrees to pay 50% of the cost of the Widow's and dependents medical benefits not to exceed the cost paid by the Village on the date of pension; provided, however, that all widow and dependents medical benefits shall be paid for by the Village.

In the event a widow withdraws from or drops the medical plan provided for by the Village of Maywood, neither she nor the dependents will be eligible for future insurance premium payments by the Village of Maywood.

All medical benefits paid for by the Village in accordance with this Article shall continue until the pensioned employee reaches age 65, or in the case of widow's benefit, until the deceased pensioner would have reached age 65.

**DEFERRED COMPENSATION.** It is agreed that the pension contributions deducted from the salary of each employee by the Village as required by statute shall be treated for purpose of income tax as deferred compensation and shall not be subject to federal or state tax withholding.

#### **ARTICLE 17 - CLOTHING ALLOWANCE**

Section 1. The Village agrees to replace all turnout, and all work clothes that are damaged beyond repair or worn because of fair wear and tear. The Village agrees to purchase all turnout and work uniforms and any other gear (other than dress uniform) in the event of a uniform change directed by the Village or the Chief of the Fire Department. The purchase of gloves, flashlights and/or flashlight batteries shall not be taken out of the clothing allowance allotment granted each firefighter.

Section 2. The Village agrees to establish a purchase credit voucher for each firefighter below the rank Captain for the purchase of uniforms, work clothes, turnout gear and upkeep of his/her dress uniform in an amount not to exceed \$350.00 per budget year. Probationary shall receive two pairs of pants, two t-shirts and one collar shirt (appropriate for the current season). When the season changes, the probationary firefighter or newly-appointed officer would be issued the shirt needed for the changing season. Jackets and/or sweatshirts would be issued as needed, depending on the season). No more than two vendors, mutually acceptable to the Village and Firefighters, offering terms of payment of not less than forty-five (45) days, shall be selected.

Section 3. The Village shall purchase all turnout gear and work uniforms for new members of the Fire Department. The Village shall assume the cost of the first complete dress uniform, but shall not be required to purchase dress uniforms until after an employee's probation period is completed.

## **ARTICLE 18 - TUITION AND SCHOOLING**

Section 1. Tuition and registration fees shall be reimbursed to firefighters if the course/courses are determined to be a benefit to the Village, and the Fire Department and, or improve the firefighter's performance in the line of duty. Firefighters must be past their probationary period prior to requesting reimbursement. Courses taken may or may not lead to a degree, diploma, or certificate. In certain cases courses not related to a firefighter's work may be approved when necessary to complete requirements for, and as part of continuing program for a degree, provided the degree program is job related. In order to receive reimbursement for voluntary educational courses the following eligibility and approval requirements must be met:

- i. Courses selected must be related directly related to the firefighter's present position, or work he/she may reasonably be expected to perform for the Village in the near future.
- ii. Courses offered by secondary schools, trade schools, technical institutes, colleges, and universities, business or technical training centers must be approved by the Fire Chief and Village Manager. If it is demonstrated said courses are to the benefit of the Village, and the Fire Department approval shall not be unreasonably withheld.
- iii. All courses must be approved in advance of registration.
- iv. The Firefighter must successfully complete the course work achieving a grade of "C" or its numeric equivalent. In a Pass-Fail grading system the individual must achieve a "Pass" grade or its equivalent. Requests for reimbursement must be accompanied by a copy of the grade slip/transcript, and receipts for tuition and related books.

The Village also agrees to pay for textbooks that are required for graduation in the approved course or program. It is understood that books so purchased will be maintained in a library which will be available to other Department Personnel.

When the Department requires an employee to attend school, seminars, or educational action on his off duty hours, the Village shall compensate said employee for such hours. Upon request of the employee, the Village may at "it's" option agree to compensatory time.

Section 2. When the Village requires a firefighter to attend schools, seminars, or other educational programs during off duty hours that provide the firefighter with an opportunity to earn SCFII, SCFIII, EMT, and F.A.E. certifications or equivalent certifications, and in the case of the EMT also maintain said active status, the Village shall compensate the firefighters for such hours by granting compensatory time off for said hours. Should the Village require a firefighter to attend schools, seminars and, or other educational programs that are not required to meet the above-mentioned certifications the firefighters have the choice of being granted compensatory time off for said hours, or compensation equal to the firefighter's hourly rate of pay, however, to receive such compensatory time off or compensation the firefighter must pass the course. Said required attendance should be scheduled in advance and all reasonable attempts made to coordinate said scheduling with the firefighter(s).

## **ARTICLE 19 – UNUSED VACATION /SICK LEAVE**

Section 1. Vacation Pay. If a firefighter dies, retires or terminates employment with the Village, the firefighter shall receive paid compensation from the Village equal to what was earned by the firefighter up to the point of separation.

Section 2. Sick Leave Pay. Sick leave policy is set at 72 hours (three duty days) per calendar without verification. The Village agrees to buy –out all unused sick days, and will pay for those days at the employees regular pay with no fractional days; only a total duty day which is comprised of twenty four (24) hours. No rollover, no commission, and no accumulation. The Buy-out shall be completed by no later than January 15, in the year following the year the sick days were earned. Probationary employees shall not be eligible for sick leave under this section.

Section 3. Sick Leave and Accumulated Sick Leave. Employees who accumulated sick leave time prior to September 1, 1983 and are able to demonstrate through authorized Personnel Action Forms (PA's) or Departmental File Records that they are due accrued sick time for the period identified and are eligible to use the accumulated sick time accrued prior to that date. Subsequent to September 1, 1983, Employees may not accumulate sick leave from year to year.

Section 4. Extended Sick Leave. Members of the Union shall be permitted non-duty related extended sick leave if after the exhaustion of their accumulated sick days, if any, and after a waiting period of twenty-four hours, they provide to the Fire Chief written verification from a physician that they will not be fit to return to work for an extended period of time due to illness, hospitalization, injury or convalescent and/or recuperative time. (Appendix E)

Members of the Union shall receive up to forty five (45) calendar at full pay for extended sick leave, and shall receive disability pay equaling 75% of their full salary for an additional seventy-five (75) calendar days. Members of the Union must receive approval by the Fire Chief or Village Manager in order to use extended sick leave (such approval should not be withheld without cause). Earned sick leave, accrued compensatory time, holiday time, vacation time and duty day off (Kelly day)may be used in lieu of the twenty-four hour waiting period at the option of the Employee.

Section 5. Disability Pay. Employees who are eligible for disability pay shall not be required to use their existing family distress day, holiday leave or vacation leave as a condition precedent to receiving disability compensation. Accrued sick time must be exhausted prior to eligibility for disability pay.

## **ARTICLE 20 - FUNERAL LEAVE**

After serving six months with the Village, employees are eligible for funeral leave of one (1) twenty four day with pay in the case of a death in the immediate family. A second twenty four day may be used if the death and, or wake, funeral and ,or burial occurs outside a 250 mile radius of the Village of Maywood, or the death occurs on a duty day, or the funeral is extended as a result of a weekend or Village recognized holiday. Under extenuating circumstance for

which a request for the second day of funeral leave is needed, verification shall be required and presented to the Fire Chief. Immediate family shall include only parents, children, current spouse, sister or brother, grandparents, mother in law, and father in law, and aunts and uncles.

Brothers-in-law and sisters-in-law shall be considered extended family members. In the event of the death of an extended family member, employees are permitted to take one (1)day from work, provided, however, that absence from their duties will not reduce that amount of employees on duty below eight (8), and further provided that any employee utilizing emergency leave under this paragraph shall be required to use vacation, holidays, DDO's and/or comp time in lieu of pay.

## **ARTICLE 21 - SEE ATTACHED APPENDIX A - DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES**

## **ARTICLE 22 - UNION BULLETIN BOARD**

The Union shall have the right to place at each fire facility within the Village a bulletin board that will be used exclusively for the posting of Union business and general matters of interest to union members. The Union Bulletin Board(s)shall be maintained and used exclusively by the Union, and all materials placed thereon shall be initialed by one of the General Officers.

## **ARTICLE 23 - UNION BUSINESS**

The Village shall allow the Union to hold related meetings on the premises of each fire station; provided, however, that the Union give to the Fire Chief at least 48 hours notice prior to each meeting; and provided that any such meeting shall not unreasonably interfere with the normal duties of an Employee or interfere with the orderly administration of the Village of Maywood Fire Department.

## **ARTICLE 24 - SWITCHING OF DAYS**

Switching of Regular Work Days, Vacation Days, Holidays, DDO'S (KELLY), Hourly Reduction Days and request for compensatory days shall be submitted in writing to the shift commander for signature a minimum of 14 hours before the requested change. The Request shall state the details and times of the switch. Requests shall be in triplicate, one original and two copies on the form approved provided by the Chief for such requests. All written requests shall be approved by the Chief or the Deputy Chief of the Fire Department. One copy of the approved request shall be returned to the individual. No schedule changes will be allowed without the prior approval of the Chief or Deputy Chief. No request under this Article shall be unreasonably denied.

Under no circumstances shall the Village alter the vacation or holiday picks of the employees.

#### **ARTICLE 25 - VACATION PICKS AND COMP TIME PICKS**

Section 1. Vacation picks shall begin no later than September 1<sup>st</sup> and be completed and posted/distributed no later than November 30<sup>th</sup>, allowing each member a duty day to make selections, in two rounds. A second duty day, or more, may be granted for unforeseen circumstances, if scheduling allows. If a member fails to submit their vacation selections within that timeframe they shall forfeit their turn to the next member. The list will return to the skipped member after one turn. All efforts to effectively execute this process shall be done in good faith, including notifying the Union Board prior to a member being skipped, as to allow the Union an opportunity to make contact with the affected member.

- A. Notification of the Union for purposes of facilitating the vaction selction process shall be done in the following order: On duty Board members, off duty Board members, on duty stewards, off duty stewards.

Section 2. Vacation and Compensation Time Picks shall be determined on the basis of seniority on shifts. In the event that two or more selections are made for the same time by firefighters or lieutenants with the same seniority on the shift. Selection shall be made on the basis of seniority on the Department. Compensatory time shall be selected no more than one work cycle in advance. These selections shall be made by seniority in rotation with each person on each shift. Each firefighter and lieutenant making a comp time pick may choose either an entire work day or any part of one day; however, after making his selection he shall rotate to the bottom of the comp time selection list. After all firefighters and lieutenants on each shift have had the opportunity to make a selection, the process will be repeated until there are no further picks.

Section 3. The Village and the Union have agreed to comp time ceiling of 480 hours per union member. Any union member with more than 480 hours, shall be paid at the straight time rate for any hours above 480.

#### **ARTICLE 26 - LAYOFF**

Layoffs from the Department shall be accomplished on the basis of seniority on the Department as currently provided by State Statute. Return from lay off shall be determined on the basis of seniority on the Department as currently provided by Illinois Statute.

Termination of Seniority. Seniority for all purposes and the employment relationship shall be terminated (Subject to confirmation by the Board of Fire and Police Commissioners) if the employee:

- (a) quits;

- (b) is discharged;
- (c) retires;
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Chief;
- (e) fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation, except for good cause shown due to circumstances beyond the control of the employee.
- (f) is laid off and fails to respond to a notice of recall within three (3)calendar days after receiving notice of recall or to report for work at the time prescribed in the notice of recall or otherwise does not timely respond to a notice of recall, except for good cause shown due to circumstances beyond the control of the employee;
- (g) is absent for two (2)consecutive working days without notification to or authorization from the Village, except for good cause shown due to circumstances beyond the control of the employee; or
- (h) is laid off or otherwise does not perform bargaining unit work for the Village for any reason for a period in excess of eighteen (18)months.

## **ARTICLE 27 - UNION DUES AND FAIR SHARE DEDUCTIONS**

Section 1. The Village agrees to deduct from the first pay check of each month union dues for all those employees that are certified by the Union to be members of the union at the time of the execution of this Agreement. This deduction shall remain in effect until termination of this Agreement provided that the employee remains a member of the Union pursuant to lawful Union rules. The Union membership card is attached as Appendix D.

Section 2. The Union shall indemnify and hold harmless the Village, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, and suits, or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken by the Village for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification affidavit, or assignment furnished under any of such provisions.

Section 4. Dues Deductions: Maywood Firefighters Association (an entity separate and apart from the Union). All sworn personnel within the Village of Maywood Fire Department, regardless of rank, may belong to the Maywood Firefighters Association (Association). The Association is not a Union and does not have as its purpose or objective representation of the sworn fire personnel for the collective bargaining agreement with the Village and is prohibited from doing so during the term of this Agreement. The purpose of the Association is to create and administer a common pool of money to provide for the payment of expenses as determined by

them to be the common interest and concern of all sworn personnel and that are not union related.

The Village shall not create a policy which would prohibit any sworn personnel of the Maywood Fire Department from contributing to the Association on a payroll deduction basis.

It is further agreed that the Union shall not be held responsible or accountable in any way for the possession, use or disbursement of Association Funds, but enters into this agreement for Association Dues deduction only, as an accommodation to Association members.

## **ARTICLE 28 - RESIDENCY**

All employees shall reside within fifteen (15) miles of the border of the Village, or within the corporate limits of a municipality whose borders are within fifteen (15) miles of the border of the Village. Any employee not residing within fifteen (15) miles of the border of the Village or within a municipality whose borders are within fifteen (15) miles of the border of the Village, shall be subject to discipline up to and including termination of employment. In the event that any new hire is not in compliance with this article at the time of initial employment, the employee shall be required to conform to this Article within one (1) year of date of hire.

## **ARTICLE 29 - ACTING OFFICER PAY -ENGINEER ASSIGNMENTS**

Section 1. Acting Lieutenants. Pay: In the event that a Lieutenant is temporarily replaced by a member of the bargaining unit, the bargaining unit member performing the services of Acting Lieutenant shall receive the difference between that employee's pay and the top lieutenant pay for each duty shift. This differential pay shall be retroactive to May 1, 2010, and the Village shall pay the net difference (less any value of accrued comp time) to any firefighter acting as a lieutenant from May 1, 2010 to November 1, 2010. Comp time picks shall be pursuant to Article 20 of this Agreement; service of Acting Lieutenant shall be offered to the members of the unit in order of seniority.

Acting Captain's Pay. Whenever a Lieutenant works in the position of a Captain, he shall be paid the differential between the Captain's hourly pay and the Lieutenant's hourly wage for the hours worked in the position of Captain.

Section 2. Engineering assignments shall be offered according to the seniority of firefighters with the further requirement that Fire Apparatus Engineer Certification be mandatory for the operation of all vehicles with pumps.

## **ARTICLE 30 - SAVINGS CLAUSE**

If my provision of this Agreement are subsequently declared by a legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force for the duration of this Agreement.

## **ARTICLE 31 - FMLA LEAVE**

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

## **ARTICLE 32 - COMPLIANCE WITH THE FIRE DEPARTMENT PROMOTIONS ACT**

1) The promotional testing process will be conducted in overall accordance with the recently enacted Fire Department Promotion Act.

2) Promotional examinations will consist of the components listed as a, b, c, and d below.

a.	Seniority	10 points	10% of Total.
b.	Ascertained Merit	10 points	10% of Total.
c.	Subjective Evaluation	20 points	20% of Total.
d.	Written Examination	60 points	60% of Total.

3) In order to test for promotion, candidates must be certified as a Fire Fighter III and a Fire Apparatus Engineer and must have attained 7 years of seniority calculated from the candidate's date of hire as a Maywood Fire Fighter to the date the first testing procedure (Oral Interview) is conducted.

4) All components of the testing process will be based upon a scale of 1 to 100.

5) The formula for determination of seniority points is as follows:

"Seniority is determined by a candidate's length of service with the Maywood Fire Department. The most senior fire fighter candidate shall receive a maximum of 10 points. All other candidates will receive points on a proportional basis by dividing the candidate's time of service (in whole months) by the most senior candidate's time in service (in whole months) and multiplying the quotient thereof by 10."

6) The Subjective Value Component will be worth 20 points and will consist of an "oral interview" to be conducted by a vendor selected by the Maywood Board of Fire and Police Commissioners. The interview will be one on one between the candidate and a panel of professional fire officers provided by the vendor. The questions will be provided by the vendor

and the candidate's score will be determined by the panel members conducting the interview. A monitor(s) will be able to witness the interviews. Only the vendor's employee(s), panel members, the promotional candidate and selected monitor(s) will be present in the testing room during the conduct of the oral interviews. If the final score is tabulated at the time the oral interview is administered, the candidate will be provided with his or her score at the time the interview is concluded. If the results are compiled or tabulated off the premises, the vendor will, at the time the vendor returns the test results to the Board of Fire and Police Commissioners, notify each candidate of his or her oral interview score by mailing that result directly to the candidate at his or her current residence.

7) As permitted by the Fire Department Promotion Act, monitors will be allowed to be present and view all aspects of the testing process. The current President of SEIU Local 73 shall select the monitor(s) and provide their names to the Maywood Board of Fire and Police Commissioners prior to the conduct of the oral interviews.

8) The Written Examination will be conducted last and only after a list setting forth the candidate's seniority points and subjective evaluations points has been posted. The vendor shall provide a summary of the procedure and protocol to be followed regarding the conduct of the written examination at least two weeks prior to the conduct of the written test. If the vendor is equipped to score the written examination on site, a candidate will be apprised of his final written examination score on the date the examination is conducted. If the vendor scores the written examination off-site, the monitors shall be present to observe the placement and mailing of the test results in a sealed envelope to the vendor. The vendor, at the time the final test results are provided to the Board of Fire and Police Commissioners, will notify each promotional candidate individually of his or her final written examination score by mailing the result to the candidate at his or her residence.

9) A candidate who fails to achieve a minimum total score of 65 will have failed to qualify for promotion.

10) The Maywood Fire Department will provide, at least 90 days prior to the conduct of the written examination, several copies of all texts and other written documentary materials used to prepare the questions and determine the answers to the questions asked as part of the written examination.

11) Veteran's preference points shall be awarded as prescribed within the Board of Fire and Police Commissioners Act, 65 ILCS Sections 5/10-2.1-10 and II.

12) Promotional Eligibility Lists shall be effective and controlling for a period of 3 years after the date the final Promotional Eligibility List is posted. The list will be stricken after three years unless a vacancy then exists in the rank of Fire Lieutenant.

13) Points for Ascertained Merit shall be awarded to promotional candidates in accordance with Attachment A hereto.

Attachment A  
ASCERTAINED MERIT

MAYWOOD FIRE DEPARTMENT FIRE LIEUTENANT PROMOTIONAL EXAMINATION

Certified Fire Officer I (including provisional)	2 points
Certified Fire Officer II (including provisional)	4 points
Associate Degree	1 point
Associate Degree-Fire Science Technology	2 points
Bachelor Degree	2 points
Bachelor Degree-Fire Service or Public Administration	3 points

Miscellaneous Certification

Office of State Fire Marshall National Fire Academy  $\frac{1}{2}$  point each-max of 4 points

NOTE: The maximum number of points to be awarded for "ascertained merit" shall not exceed a total of 10 points.

**ARTICLE 33 - TATTOO POLICY**

No tattoos/body art/brands on the head, face neck, or scalp. Any current employee (employed as of June 2, 2015) with body art on the head, face, neck or scalp is exempt. Tattoos/body art/brands elsewhere on the body that are prejudicial to good order, discipline and morale or are of a nature to bring discredit upon the Village are prohibited. For example, tattoos/body art/brands that are obscene, sexually explicit or advocate or symbolize sex, gender, racial religious, ethnic or national origin discrimination are prohibited. In addition, tattoos/body art/brands that advocate or symbolize gang affiliation, supremacist or extremist groups, or drug use are prohibited. Tattoos/body art/brands will not be visible through uniform clothing. Waivers may be requested for prior service and existing tattoos from the Chief or the Department.

A committee composed of the Village Manager, Fire Chief and a Union designated representative shall determine any dispute as to whether any tattoo/body art is obscene, and sexually explicit or advocates or symbolizes sex, gender, racial religious, ethnic, or national origin discrimination or advocates or symbolizes gang affiliation, supremacist or extremist groups, or drug use.

**ARTICLE 34-FIREFIGHTER SAFETY**

In an effort to maintain safe working conditions the Department shall provide a form for members to report in writing damaged or worn equipment to their Captain. The Captain shall meet with the member to discuss and inspect the equipment. The Department shall provide/offer protective ensemble repair/cleaning training to all members as deemed necessary.

2. The Village shall provide members with annual physicals for their health, safety, and general wellness in accordance with past practice.

## **ARTICLE 35- RE-OPENER**

The provisions of Article 7 - Appendix B, Salary Plan - shall be effective as provided; provided, however , that the lieutenants annual pay set forth in Appendix B for contract years 19-20, 20-21, and 21-22 as well as the addition of a light duty plan shall be re-opened for negotiations on April 15, 2019. During the negotiations, the provisions of Article 7- Appendix B, lieutenants' annual pay shall remain in effect until any impasse procedure is exhausted. This paragraph affects and relates only to the lieutenants annual pay for the contract years stated and a new light duty plan and no other article or provision of this Agreement shall be subject to this re-opener.

## **ARTICLE 36 - ENTIRE AGREEMENT**

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

This Agreement shall be in effect from the date it is ratified by the Village and Union and shall remain in effect until 11:59 P.M. April 30, 2022, and from year to year thereafter unless either party gives written notice to the other party, of its desire to terminate this agreement in accordance with the time requirements provided by statute.

Approved this 4<sup>th</sup> day of March, 2019:

Service Employees International  
Union Local # 73 Maywood Firefighters

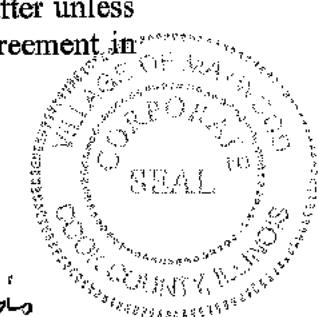
New Cur

Brent Kuhn  
John Dorn  
St. J.  
Glenn Wynn

Village of Maywood

Edwenna Perkins

Willie Morganfield Jr.



## **APPENDIX A** **DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES**

### **Section A. 1 General Policy Regarding Drugs and Alcohol**

The use of illegal drugs and the abuse of legal drugs and alcohol by Village employees present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injures, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve them obey the law and be fit and free from the effects of drug and alcohol abuse.

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

### **Section A. 2 Definitions**

A. "Drugs" shall mean any controlled substance listed in the Illinois Compiled Statutes, 70 570/101 et seq Substances Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination.

Some drugs covered by this policy include:

Opium	Methaqualone	Psilocybin-Psilocyn
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide		

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

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

### **Section A.3 Prohibitions**

Employees shall be prohibited from:

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

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

### **Section A. 4 The Administration of Tests**

#### **A. Informing Employees Regarding Drug Testing**

All current employees will be given a copy of the drug and alcohol testing policy upon execution of the Agreement between the parties. All newly hired employees will be provided with a copy at the start of their employment. In addition, this policy shall be placed as an appendix to the collective bargaining contract.

#### **B. Pre-Employment Screening**

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

#### **C. When A Test May Be Compelled**

There shall be no random, across-the-board or routine drug testing of employees, except as provided by Section A. 9. Where there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol while on duty, that employee may be required to report for drug/alcohol testing. When a supervisor or management employee has reasonable suspicion to believe that an employee is impaired due to being under the influence, that supervisor or manager shall confirm that suspicion prior to any order to submit to drug/alcohol testing. In the absence of the other supervisor or manager, confirmation of reasonable suspicion shall be made by the on-duty supervisor in the Police Department. At the time the employee is ordered to submit to testing, the Village shall notify the Union representative on duty and if none is on duty, the Village shall make a reasonable effort: to contact an off-duty Union representative. Refusal of an employee to comply with the order for a

drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge.

It is understood that a drug or alcohol test may be required under the following conditions:

1. When an employee has been arrested or indicted for conduct involving illegal drug-related activity on or off duty;
2. When an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
3. When an employee is involved in an on-duty motor vehicle accident where there is property damage of \$500.00 or more, or a citizen is involved.
4. Where an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of on duty drug or alcohol abuse.

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

#### D. Reasonable Suspicion Standard

Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person may be impaired by alcohol or controlled substances.

Reasonable suspicion will be based upon the following:

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

#### E. Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the Village shall provide the employee with the reasons for the order. A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided in a reasonable time period following the order. The employee shall be permitted to consult with a representative of the Union at the time the order is given, provided that such a representative is available. A refusal to submit to such testing ~~may~~ will subject the employee to discipline up to and including termination, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of the screening results. If the initial screen is positive, the employee will be placed on paid leave pending the receipt of the confirmation test results. If the

confirmation test results are positive the employee will be immediately placed on unpaid leave pending further discipline.

#### Section A. 5 Conduct of Tests

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

A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has and/or is capable of being accredited by the National Institute of Drug Abuse (NIDA).

B. Insure that the laboratory or facility selected conforms to all NIDA standards, including blind testing.

C. Use of tamper-proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months.

D. The laboratory or facility must be willing to demonstrate their sample handling procedures to the Union at any time. The laboratory or facility shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The laboratory or facility shall make such results available to the Union upon request. All testing shall be by chemical analysis of a urine sample by gas chromatography/mass spectrometry (GS/MS). At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee. 1. 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 Inter testing if requested by the employee.

E. Collect samples in such manner as to ensure a high degree of security for the sample and its freedom from adulteration.

F. Confirm any sample that tests positive in the initial screening for drugs by testing a second portion of the same sample by gas chromatography plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative 'data about the detected drug or drug metabolites;

G. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Village Manager in writing within seventy-two (72) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.

H. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more (or such lesser concentration as may hereafter be established by Illinois state statute for

the application of prohibitions against driving while intoxicated) based upon the grams of alcohol per 100 millimeters of blood be considered positive;

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

J. Insure that no employee is subject to any adverse employment action except emergency temporary reassignment with pay or relief from duty with pay during the pendency of any testing procedure. Any such reassignment from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.

K. Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial and confirmatory test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understanding expressed herein, the Village shall not use such information in any manner or forum adverse to the employee's interest.

L. Engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by an employee being tested to provide information of food and medicine or other substances eaten or taken by or administered to the employee in the event of a positive test results and to interview the employee in the event of a positive test results to determine if there is any innocent explanation for the positive reading.

#### Section A. 6 Cutoff Levels

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

##### Initial Test Level

Marijuana metabolites .....	50 ng/ml
Cocaine metabolites .....	300 ng/ml
opiate metabolites .....	300 ng/ml
Phencyclidine .....	25 ng/ml
Amphetamines .....	1000ng/ml

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

##### Confirmatory Test Level

Marijuana metabolites.....	15 ng/ml
Cocaine metabolites .....	150 ng/ml
Opiates:	
Morphine.....	300 @ml
Codeine.....	300 ng/ml
Phencyclidine .....	25 ng/ml
Amphetamines;	
Amphetamine.....	500ng/ml
Methamphetamine .....	500ng/ml

1 Delta-9-tetrahydrocannabinol-9-carboxylic acid

2 Benzoylecgonine

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

#### Section A. 7 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.

#### Section A. 8 Voluntary Request for Assistance

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

#### Section A. 9 Discipline

A. Falsification of any document or information or failure to cooperate shall be considered grounds for discipline, up to and including discharge.

B. Employees who have been found positive for drugs or have admitted to having a drug or alcohol problem, must follow the following rules:

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

## APPENDIX B- SALARY PLAN

Firefighters		17-18-current	18-19	19-20	20-21	21-22
	Steps	Annual rate				
1	Starting	45,359.43	46,266.62	47,191.95	48,135.79	49,098.51
2	After 1	67,161.96	68,505.20	69,875.30	71,272.81	72,698.27
3	After 2	70,261.91	71,667.15	73,100.49	74,562.50	76,053.75
4	After 3	75,568.37	77,079.74	78,521.33	80,193.76	81,797.63
5	After 4	85,626.28	87,338.81	89,085.58	90,867.29	92,684.64
6	After 15	86,484.52	88,214.21	89,978.49	91,778.06	93,613.63
7	After 20	87,348.18	89,095.14	90,877.05	92,694.59	94,548.48
1.02						
Lieutenants		17-18-current	18-19	19-20	20-21	21-22
	Steps	Annual rate				
1	Before FOI	90,025.77	91,826.29	93,662.81	95,536.07	97,446.79
2	After 15 Yrs	90,927.33	92,745.88	94,600.79	96,492.81	98,422.67
3	After 20 Yrs	91,837.02	93,673.76	95,547.24	97,458.18	99,407.34
1	After FOI	92,765.65	94,620.96	96,513.38	98,443.65	100,412.52
2	After 15 Yrs	93,691.57	95,565.40	97,476.71	99,426.24	101,414.77
3	After 20 Yrs	94,631.03	96,523.65	98,454.12	100,423.21	102,431.67

Each contract year is from May 1 to April 30. The May 1, 2018, to April 30, 2019, salary is retroactive to May 1, 2018.

The Lieutenants salary for 19-20; 20-21; and 21-22 is subject to reopeners.

### **Letter of Understanding # 1**

The Village agrees that if it voluntarily settles a new labor contract with the Policemen's Benevolent Labor Committee, which represents the Village's Police Sergeants, that provides for higher wage increases (either budget year costs or carry-forward increases) than those negotiated for a parallel time period in this Agreement for Fire Lieutenants, then such higher increases shall be awarded to Lieutenants of this unit as well. Any dispute about the application of this commitment shall be subject to resolution through the arbitration procedure of this Agreement.

### **Letter of Understanding #2**

The Village agrees that if it voluntarily settles a new labor contract with the Illinois Council of Police and Sheriffs (ICOPS), which represents the Village's Police Patrol Officers, that provides for higher wage increases ( either budget year or carry-forward increases ) than those negotiated for a parallel time period in this Agreement for the Firefighters, then such higher increases shall be awarded to Firefighters of this unit as well. Any dispute about the application of this commitment shall be subject to resolution through the arbitration procedure of this Agreement.

**APPENDIX C**  
**MEMORANDUM OF GRIEVANCE**

On \_\_\_\_\_, 20\_\_\_\_\_, a grievance concerning \_\_\_\_\_  
was presented orally to shift Captain  
\_\_\_\_\_.

Grievant

Shift Captain

**APPENDIX D**  
**UNION MEMBERSHIP CARD**

**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.

**Date**

Circle one: Full-time    Part-time    Seasonal

**Signature**

**Print  
Name**

**Last 4 SSN**

Last Name

First Name

Middle 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 787783 to stop receiving messages. Text HELP to 787783 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**



Name of person who signed up this Member: \_\_\_\_\_ (please print)

Staff

Member

Name of person who signed up this Member: \_\_\_\_\_ (please print)

Staff

Member

APPENDIX E

Department Letterhead

EXTENDED SICK LEAVE VERIFICATION

\_\_\_\_\_, is employed as a firefighter by the Village of Maywood. The Village allows for extended sick leave when a firefighter is unable to work for medical reasons. In order to allow extended leave the Village requires a doctor's verification of the firefighter's need to be off work. Without identifying any potential disability, please state:

1. Is it medically necessary for the firefighter to be off work? Yes or No. (please circle)
2. If the answer is yes, when do you anticipate that the firefighter will be medically able to return to work as a firefighter? \_\_\_\_\_

(insert date or duration)

I certify that I am a licensed doctor in the state of Illinois; that I have examined and or treated the above named firefighter; and that my statements are based upon my medical opinion.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Doctor's signature

Printed name and address (or attach letterhead):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_