

Agreement Between

VILLAGE OF GLENDALE HEIGHTS

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, Local 700

(BUILDING MAINTENANCE)

Expiration Date: April 30, 2018

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EXHIBIT D

AGREEMENT

This Agreement made and entered into this 22nd day of July, 2015, by and between the Village of Glendale Heights (hereinafter called the Employer) and the International Brotherhood of Teamsters, Local 700 (hereinafter called the Union) and their successors and assigns on behalf of employees in the collective bargaining unit set forth in Section 2.1 hereof.

ARTICLE I **PURPOSE**

1.1 It is the intent and purpose of the parties hereto to set forth the agreement between them for the term hereof concerning rates of pay, wages, hours of employment and other working conditions to be observed by them and the employees covered hereby.

ARTICLE II **RECOGNITION**

2.1 The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining for the following position classifications and no other as a single bargaining unit:

Custodian
Building Maintenance Technician
Building Maintenance HVAC/Electrician

The employees in the collective bargaining unit shall perform the duties described on the job descriptions attached hereto and made a part hereof as Exhibits A, B, and C. The employees in the collective bargaining unit shall perform other duties as required or assigned which are reasonably within the scope of the duties enumerated above.

2.2 Employer agrees to contact the Union, in writing, to determine whether the Union desires to meet and discuss proposed deletions or changes in job title covered by this Agreement which the Employer wishes to propose. Should the Union desire to confer with the Employer concerning such change(s), it shall notify the Employer within seven (7) days, and if notified, the Employer agrees to meet and discuss such changes with the Union fourteen (14) calendar days prior to implementation.

The Employer recognizes its obligation to negotiate rates of pay and shall have the right to determine an appropriate rate of pay based upon those rates in effect for similar titles until a new rate is negotiated. If a new rate of pay is negotiated, it shall be applied retroactively to the date of the implementation of such change. The parties agree that the Employer may implement such change(s) after the time limits set forth above have passed, either after twenty-one (21) days if the Union notifies the Employer, or after seven (7) days

if the Union does not notify the Employer.

2.3 The Employer agrees to respect the historical and traditional jurisdiction of the Union and shall not direct or require its employees not in the bargaining unit to perform work normally assigned to employees in the bargaining unit except during designated relief breaks, emergencies or for the purpose of instructing employees or checking the safety or performance of equipment. This is not to interfere with bona fide contracts with bona fide unions or outside contractors.

2.4 The Employer may continue its current practice of employing seasonal/summer employees to perform their historic functions, and shall be entitled to establish rates of pay for such seasonal/summer employees at Employer=s sole discretion. A seasonal employee is defined as a short-term employee who is hired for a limited duration of time. Seasonal/summer employees shall not be subject to the fair share provisions of this Agreement.

2.5 Temporary employees, as distinguished from seasonal/summer employees, are defined as persons hired to replace a unit member while such unit member is on disability or other leave, or otherwise legally absent. The Employer shall be permitted to hire temporary employees to replace a unit member. Temporary employees replacing a unit member may be paid any rate of pay as established by the Employer not to exceed the minimum rate of pay established by this Agreement, but said employee shall be subject to the fair share provisions of this Agreement. Such temporary employees shall not be eligible for overtime, unless all unit members have declined such overtime. Provided, in the event the temporary employee is required to complete a job assignment requiring one (1) hour or less overtime at the end of a shift, the temporary employee may continue work and may be eligible for overtime.

ARTICLE III **MANAGEMENT RIGHTS**

3.1 Subject to the provisions of this Agreement and the Personnel Policies of the Village of Glendale Heights adopted November 3, 1994, as amended, and the Safety Manual of the Village of Glendale Heights, the management of the operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to, the right to hire, promote, transfer, allocate, assign and direct employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per work week, if any; to establish and change work schedules and assignments, the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work and to maintain efficiency in the Building Maintenance Division is vested exclusively in the Employer. The above-mentioned Employer=s rights are not to be interpreted as being

all-inclusive, but merely indicate the type of rights which belong to and are reserved to the Employer. It is understood that any of the rights, power or authority the Employer had prior to the signing of this Agreement are retained by the Employer, except those specifically abridged or modified by this Agreement.

ARTICLE IV **NON-DISCRIMINATION**

4.1 Neither the Employer nor the Union shall discriminate against any employee on account of race, color, religion, national origin, sex, age, mental or physical handicap.

4.2 The Employer shall not discriminate, interfere, restrain or coerce employee because of their participation in protected activities on behalf of the Union nor because of the exercise of their rights under this Agreement.

ARTICLE V **CHECK-OFF**

5.1 Upon receipt of a written authorization card from an employee, the Employer shall deduct the amount of Union dues and initiation fees, if any, set forth in such card and any authorized increase therein, and shall remit such deductions bi-weekly to the Secretary-Treasurer of the Union at the address designated by the Union in accordance with the laws of the State of Illinois and the procedures of the Payroll Department. The Union shall advise the Employer of any increase in dues in writing at least thirty (30) days prior to its effective date.

5.2 The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

5.3 All employees covered by this Agreement who have signed Union dues checkoff cards prior to the effective date of this Agreement or who signed such cards after such date shall only be allowed to cancel such dues deduction within the prescribed procedures of the Payroll Department. Prior to any dues revocation, the employee shall give the Employer and the Union ten (10) working days= notice of such revocation.

5.4 **D.R.I.V.E AUTHORIZATION AND DEDUCTION.** The Employer agrees to deduct from the paycheck of all employees covered by this Agreement who voluntarily authorize in writing, contributions to D.R.I.V.E.. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his or her regular paycheck on a biweekly basis. The Employer shall transmit to D.R.I.V.E. National Headquarters, on a monthly basis, in one check, the total amount deducted, along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

ARTICLE VI
HOURS OF WORK AND OVERTIME

6.1 This section is intended only to provide a basis for calculating overtime and is not to be construed as a guarantee or limitation on the number of hours of work per day or work per week scheduled or required by the Employer. The parties hereto acknowledge that the members of the collective bargaining unit shall be required to work various shifts that have varying starting and ending times. Differing working hours and days may be scheduled for individual employees or groups of employees. Whenever there is a change in weekly schedules, five (5) days advance notice shall be given to employees, if practicable. Scheduled work weeks and scheduled work shifts shall not be changed for the sole purpose of eliminating overtime.

6.2 Employees shall be entitled to a thirty (30) minute unpaid meal period at a time to be specified by their supervisor. Employees shall be at their designated work places, ready for work at their scheduled starting time and shall remain at their work places until their scheduled quitting times, except for designated or authorized relief breaks, including meal and rest periods during shift hours.

6.2.1 Employees shall be provided two paid fifteen (15) minute breaks at time to be designated by their supervisor. These scheduled hours may be altered for special work assignments or at a supervisor=s discretion. No other rest periods or breaks shall be permitted unless otherwise permitted by a supervisor. Breaks shall be taken at the job site.

6.3 Employees shall work reasonable amounts of overtime when overtime is necessary. Overtime assignments shall be distributed as equally as possible among qualified personnel. When employee(s) are required to complete a work assignment after the end of their work shift and the work is a continuation of work started earlier that day, those employees shall be permitted to stay and finish. Should additional or replacement employees be required, the normal overtime assignment process shall govern. Overtime records shall be posted and maintained. Overtime shall not be offered to any other Village employees until such time as all bargaining unit members have had the right to refuse such overtime.

6.4 (a) One and one-half (1-1/2) of an employee=s straight time hourly rate shall be paid for all hours worked in excess of eight (8) hours on any one (1) work day or for all hours worked in excess of forty (40) in any one week. For the purposes of calculating overtime, all hours for which the employee has received compensation shall be included in the computation of the number of hours worked.

(b) Time and one-half (1-1/2) of an employee=s regular rate of pay shall be paid for all hours worked by such employee on his/her regularly scheduled day off.

(c) When a Village observed holiday falls on an employee=s regularly scheduled work day and the employee does not work on that day, the employee shall be credited with eight (8) hours only for the purpose of computing eligibility for overtime pay for hours worked in excess of forty (40) hours in one week.

(d) Employees whose regular work day falls on the date that the Village observes a holiday and are in fact at work shall be paid double time for hours worked that day, in addition to receiving eight (8) hours of holiday pay.

(e) Two (2) times the employee=s regular rate of pay shall be paid for all hours worked by an employee who is called in to work on the actual holiday.

6.5 The overtime payments provided for in this Article shall not be duplicated for the same hours worked and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision. Nothing herein shall be construed to require or permit the pyramiding of overtime or premium rates, if any.

6.6 Payment of overtime, as defined in Article 6.4 above, shall be made by payroll warrant unless the employee requests that compensatory time be credited to the employee in lieu of payment of overtime. Compensatory time is to be accrued only at the employee=s request, and in concert with the limitations stated herein. At the time the employee turns in his time card, if he desires to receive compensatory time he must inform his supervisor. If an employee does not so inform his supervisor, he shall be automatically paid overtime as the contract requires. The maximum amount of compensatory time that an employee may accumulate is forty (40) hours. Compensatory time shall be credited at the rate of one and one-half (1-1/2) times the amount of overtime. Compensatory time must be used in fifteen (15) minute increments, but an employee must utilize a minimum of one (1) hour of compensatory time on each occasion.

6.7 Call In. If an employee is required to report to work outside his normal working hours after completing his regularly scheduled work for that day and signing out for that day, he shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times his regular rate of pay. Such employee shall be required to sign in and sign out. However, if an employee is called in two (2) or more times within the same two (2) hour period, he will only be entitled to minimum call-out pay for one such call-in.

If any employee is called in and reports to his respective operations area and works, such employee will be paid the applicable overtime premium rate for such hours.

ARTICLE VII **WAGES**

7.1 (a) The Employer shall modify the Village Pay Plan in accordance with Exhibit AD attached hereto, effective May 1, 2015, as follows:

(b) Employees shall be placed on the wage scales according to the number of years in their current position. Employees will move to the next level on their anniversary date in their current position, until the employee reaches level 8, the highest level. The Village reserves the right to hire or move an employee on the wage scale to a higher level than required by the employee's anniversary date.

(c) Custodians in levels 3 through 8, and Building Maintenance Technicians in levels 6 through 8, shall be designated by the Employer, from time to time, to serve as Team Leaders, in accordance with the job description for Custodians and Building Maintenance Technicians.

(d) If at any time during the term of this Agreement, the Village's state-shared revenue from the Local Government Distributive Fund ("LGDF") (which is the Village's share of the State income tax) is reduced by the General Assembly by 10% or more, or if real estate taxes are frozen by action of the General Assembly, then the covered employees shall receive a wage increase of one percent (1%) for that year (2016 and/or 2017) in lieu of the wages contained in Exhibit "D". This determination shall be made prior to April of each year during the term of this Agreement.

7.2 Section 1: Temporary Assignment

The Employer may temporarily assign an employee to perform the duties of another individual in a different position classification. To be eligible for temporary assignment pay, the employee must:

- (a) be assigned to assume duties and responsibilities of a different position classification by the Employer;
- (b) perform the duties and responsibilities, or be held accountable for them, which distinguish the position classification;
- (c) perform duties and responsibilities not generally provided for in his/her regular position classification;
- (d) be qualified in accordance with the classification specification for the higher level position.

Section 2: Payment

An employee temporarily assigned to the duties of a position classification in an equal or lower pay grade than his/her permanent position classification shall be paid his/her permanent classification rate. If the employee is temporarily assigned to a position classification having a higher pay grade than his/her permanent position classification, the employee shall be paid as follows:

- (a) The temporary pay rate for an employee replacing an employee not eligible for overtime compensation (*e.g.* Foreman=s or Superintendent=s position) will be and additional \$2.25 above the employee=s current hourly rate. The employee shall remain eligible for overtime and will be paid at the overtime rate of the temporary assignment pay rate.
- (b) The temporary pay rate for an employee replacing an employee eligible for overtime compensation will be equal to the current salary of the absent employee or 110% of his or her current pay rate, whichever is greater (*e.g.* Building Maintenance Technician).

In order to qualify for temporary assignment pay, the employee must work three (3) consecutive work days or more in the higher level position classification. The use of any accrued time (*i.e.* vacation, sick, personal leave, floating holiday, holidays) shall be at the employee=s normal rate of pay. The Employer agrees not to rotate temporary assignments for the purpose of avoiding temporary assignment pay.

ARTICLE VIII **SENIORITY**

8.1 Seniority shall be defined as the total uninterrupted period of service from the date of the most recent appointment to the Village of Glendale Heights service in any job classification covered in this bargaining unit.

Application of these seniority rights on layoff shall be made in accordance with the procedures of the Personnel Policies of the Village of Glendale Heights adopted November 3, 1994 as currently set forth and shall take into consideration the ability and qualifications of an employee to perform the required work. Where ability and qualifications (including physical fitness) to perform the required work and performance factors are, among the employees concerned, relatively equal, seniority alone shall govern.

8.2 Once each fiscal year the Employer shall provide the Union with a seniority list.

8.3 Insofar as possible, the Employer will give at least a ten (10) day notice to the employee(s) and the Union prior to the effective date of any layoff(s). If such notice is not to be given, the Employer shall notify the Union and provide an opportunity within twenty-four (24) hours of notification to meet and discuss the circumstances of the layoff.

8.4.1 Posting: If the Employer determines to fill a job within the bargaining unit, other than a temporary vacancy, in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for the vacant job may do so.

8.4.2 Determination of Qualified Candidates: The Employer shall not fill any vacancy until it has complied with the notice requirements set forth in Section 8.4.1. Current bargaining unit members who meet the qualifications for the vacant position shall be given preference over applicants who are not current bargaining unit members. The Employer shall have the right to determine who is qualified for a vacant position, or, if there are two (2) or more applicants, to determine which applicant is more qualified. In the event two (2) or more current bargaining unit members who make applications for a vacancy are equally qualified for the position, as determined by the Employer, seniority shall prevail in the decision of who shall be hired for the position. If no current bargaining unit member applies for the position, the Employer may fill the vacancy from any source.

ARTICLE IX BENEFITS

9.1 Vacation, sick leave, personal leave, floating holiday and leave of absence benefits within the control of the Employer are and will be maintained during the term of this Agreement as set forth in the Personnel Policies of the Village of Glendale Heights adopted November 3, 1994, as amended, unless otherwise expressly stated in this Agreement. All full-time employees shall receive pay for the following designated holidays:

New Year=s Day	Veteran=s Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

If the Village President declares a holiday for any group of Village employees, other than those provided in such other employees= collective bargaining agreement or the Village=s Personnel Policy, such holiday shall be provided to members of this bargaining unit.

9.2 Any decrease in benefits, resulting from decision of the Village President and Board of Trustees, from those set forth in 9.1 above on the effective date of this Agreement shall not apply to the employees covered by this Agreement.

9.3 In accordance with 9.1 above, vacation benefits for employees covered by this Agreement shall be as follows:

- (a) After the first year of service has been completed the employee earns five (5) working days of vacation.
- (b) After the second year of service has been completed through the completion of four (4) years of service, the employee earns ten (10) working days of vacation.

- (c) After the fourth year of service has been completed through the completion of nine (9) years of service, the employee earns fifteen (15) working days of vacation.
- (d) After the ninth year of service has been completed through the completion of fourteen (14) years of service, the employee earns twenty (20) working days of vacation.
- (e) After the fourteenth year of service has been completed through the completion of nineteen (19) years of service, the employee earns twenty-five (25) working days of vacation.
- (f) After the nineteenth year of service has been completed the employee earns thirty (30) days of vacation per year.

All vacation requests are to be submitted no later than December 1. Requests for duplicate time off will go to the more senior employee. A bumped employee will choose a new time, and may bump a less senior employee. Vacation schedules will be posted no later than January 15. Vacation requests for full weeks shall take precedence over requests for single days or requests for less than a full week.

Notwithstanding the provisions of Sections 9.1, 9.2 and 9.3 hereof, the vacation year shall be January 1 through December 31. Vacation time shall not accumulate from one year to another. Vacation days are accrued on a calendar year basis and must be used during that year unless prior written approval has been received from the Department Head and Village Administrator to carry-over a maximum of forty (40) hours into the first quarter of the next year. An employee who has submitted a written notification of a retirement date shall be permitted to extend such vacation carry-over beyond the first quarter of his last year of employment. An employee will not be paid for unused vacation time.

9.4A. Sick Leave Accumulation. Notwithstanding the provisions of Section 9.1 hereof, sick days shall be allocated to employees on May 1 of each year.

Full-time employees with less than two (2) years of service shall earn sick leave at the rate of six (6) days (48 hours) per year (or 4.0 hours per month). On such employee's second anniversary date, he/she shall be allocated an additional sixteen (16) hours of sick leave credit.

After the completion of two (2) years of service through the completion of five (5) years of service, full time employees shall earn eight (8) days (64 hours) of sick leave per year, which shall be credited to the employee on May 1 of the applicable year.

On the employee's fifth anniversary, he/she shall be allocated an additional sixteen (16) hours of sick leave credit. After the completion of five (5) years of service, full time employees shall earn ten (10) days (80 hours) of sick leave per year, which shall be credited to employees on May 1 of the applicable year.

Employees covered by this Agreement shall be entitled to compensation from the Employer for unused sick days, according to the following conditions: To be eligible for compensation, an employee must have accrued two (2) times the number of sick days available for buy-back. An employee can request compensation for no more than one-half (1/2) of the sick days which have been earned during that year of service. The Employer shall establish the date for buy-back of sick days, and the employee shall be entitled to be compensated at fifty percent (50%) of the employee's then current rate of pay for each sick day turned back to the Employer.

9.4.B. Sick Leave at Time of Separation. Notwithstanding the provisions of Section 9.1 hereof, if a bargaining unit member has unused, accrued sick leave when separated in good standing by the Village, the following benefits shall be available:

(1) A full-time bargaining unit member who has ten (10) years or more of service and who separates from employment in good standing with the Village, but does not retire, is entitled to a cash payment of unused, accrued sick leave at the rate of one-half (1/2) day per accrued day of sick leave, with such payment not to exceed sixty (60) full days of pay. A full-time bargaining unit member who has ten (10) years or more of service and who retires shall be entitled to the same benefit, but such payment shall be deposited into the employee's Retirement Health Savings Account.

(2) A full-time bargaining unit member who has at least five (5) years, but less than ten (10) years, of service and who separates in good standing from employment with the Village, but does not retire, is entitled to a cash payment of unused, accrued sick leave at the rate of one-half (1/2) day per accrued day of sick leave, with such payment not to exceed thirty (30) full days of pay. A full-time bargaining unit member who has at least five (5) years, but less than ten (10) years, of service and who retires shall be entitled to the same benefit, but such payment shall be deposited into the employee's Retirement Health Savings Account.

(3) A full-time bargaining unit member who has less than five (5) years of service shall not be entitled to any payment for any unused, accrued sick leave at the time of separation of employment.

9.5 A full time regular employee who is on the payroll the first payroll of the year shall receive one (1) floating holidays (8 hours) on January 2. If an eligible employee is hired between the second payroll of the year and June 30 of that year, they shall receive no floating holiday for that calendar year. Floating holidays must be taken in eight (8) hour increments and must be requested and approved by the employee's supervisor a minimum of 24 hours in advance. Floating holidays must be used within the calendar year it is given or otherwise forfeited.

9.6 In accordance with Section 9.1 above, a full time regular employee who is on

the payroll the first payroll of the year shall receive three (3) personal days (24 hours) on January 2. If an eligible employee is hired between the second payroll of the year and June 30 of that year, they shall receive only 2 personal days (16 hours). If an eligible employee is hired after June 30 of that year, they shall receive no personal day for that calendar year. Personal leave may be taken in increments of one (1) hour. Personal leave must be used within the calendar year it is given or otherwise forfeited.

ARTICLE X **INSURANCE**

10.1 During the term of this Agreement, the Employer shall continue in effect, and the employee shall enjoy the benefits, rights and obligations of, the group health and life insurance plan pursuant to the provisions of Section 8.12 of the Personnel Policies as amended or superseded and insurance plans from time to time substituted. The Employer shall furnish an indemnity plan, an HMO and a Dental plan. The Employer reserves the right to designate the carrier(s), or to maintain a self-insured plan. The Employer also reserves the right to add a single plus spouse group health plan and/or a single plus child/children group health plan, with co-payments to be made at the same percentages as set forth above for single and dependent coverage. The Village shall only be required to provide one HMO plan. On an annual basis, the Employer shall designate which plan is its basic healthcare plan.

For bargaining unit members hired before December 15, 2013, the Employer will be responsible for ninety percent (90%) of the premiums for single coverage and eighty-five percent (85%) of the premiums attributable to dependent coverage thereon, and bargaining unit employees shall contribute ten percent (10%) of the premiums for single coverage and those bargaining unit employees electing dependent coverage will contribute an amount equal to fifteen percent (15%) of the dependent coverage premium for either the indemnity plan or the HMO plan, and Dental plan that the employee has chosen.

For bargaining unit employees hired on or after December 15, 2013 and before August 1, 2015, the Employer agrees to pay 90% of the premium thereof for single coverage for each employee and the employee shall pay 10% of the premium for single coverage for the Employer's designated basic health care plan, which shall be designated by the Employer on an annual basis. Bargaining unit employees hired on or after December 15, 2013 and before August 1, 2015, electing dependent coverage will contribute an amount equal to 15% of the portion of the dependent coverage of the Employer's designated basic health care plan. Such bargaining unit members wishing to elect coverage in a health care plan provided by the Employer other than the Employer's designated basic health care plan for either single or dependent coverage may do so, but the employee shall be responsible to pay 100% of the premium in excess of the premium for the Employer's designated basic health care plan premium, in addition to the percentages set forth hereinabove.

For bargaining unit employees hired on or after August 1, 2015, the Employer agrees to pay eighty-five percent (85%) of the premium thereof for single coverage for each employee and the employee shall pay fifteen percent (15%) of the premium for single coverage for the Employer's designated basic health care plan, which shall be designated by the Employer on an annual basis. Bargaining unit employees hired on or after August 1, 2015 electing dependent coverage will contribute an amount equal to twenty percent (20%) of the portion of the dependent coverage premium of the Employer's designated basic health care plan and the Employer shall pay eighty percent (80%) of the portion of the premium for dependent coverage for the Employer's designated basic health care plan. Such bargaining unit members wishing to elect coverage in a health care plan provided by the Employer other than the Employer's designated basic health care plan for either single or dependent coverage may do so, but the employee shall be responsible to pay 100% of the premium in excess of the premium for the Employer's designated basic health care plan premium, in addition to the percentages set forth hereinabove.

The Patient-Centered Outcomes Research Institute (PCORI) fees, the Transitional Reinsurance fees, and the Insurer Tax imposed by the PPACA (Affordable Care Act) shall be included in and considered a portion of the health insurance premiums charged by the health insurance carrier, and employees shall pay either 10%, 15%, or 20% of such fees and taxes, depending on single or dependent coverage elected by the employee, as part of their premium co-payments described hereinabove.

Notwithstanding anything to the contrary in this Article, the Village may make such changes as it reasonably believes are necessary to insurance benefit levels, in order to comply with the Affordable Care Act, and further to provide that such coverage will (1) avoid the imposition, directly or indirectly, of an excise tax for high-cost coverage ("Cadillac Tax") under the Affordable Care Act ("ACA") or any similar state or federal legislation or regulation; or (2) ensure that the Village is not subject to any penalties or fees because employees are eligible to obtain insurance or insurance subsidies through a health insurance exchange, in accordance with the ACA or any other federal or state health care law(s). If such changes are deemed necessary by the Village, the Village will provide the Union with written notice of such proposed changes and provide evidence supporting the need for the changes and an opportunity to discuss the changes with the Village, prior to their adoption.

10.2 The Village shall provide each full-time regular employee covered by this agreement with life insurance coverage equal to the employee's salary, rounded to the nearest \$1,000.00, at no cost to the employee.

10.3 Insurance Opt-Out Bonus. Effective July 1, 2010, any employee (including employees whose spouse is also a Village employee) who does not want to be covered by a Village health insurance plan may decline the coverage and will be paid an annual lump sum payment as follows. This payment will apply to both single (employee only) and family

(dependent) coverage but is not cumulative, as follows:

Decline single benefit coverage	\$1,500
Take single coverage when eligible for dependent coverage**	\$1,500
Complete opt out of both Single & Dependent Coverage*	\$2,500

*(This payment shall be made only to those employees who are not covered under any Village health insurance plan, as either a dependent or primary insured.)

** (The IRS definition of dependent coverage)

In addition, if two spouses are both employees of the Village and have no other eligible dependents, the two employees shall be limited to two (2) single benefit coverage plans (neither employee may select the dependent coverage plan).

For the purpose of this policy, the **AOpt Out Year@** shall be defined as July 1st through June 30th of each calendar year. Such lump sum shall be paid within 30 days following the first month of approved opt out. The Opt Out option will be offered only during the open enrollment period.

Because having health insurance is vitally important, no employee will be allowed to decline the coverage unless they can show proof of coverage under another health insurance policy and sign a Waiver of Health Insurance form.

If an employee loses coverage from the other insurance plan during the year, the employee shall be permitted to re-enroll in the Village=s insurance plan in accordance with the **ASpecial Enrollment for Loss of Other Coverage@** pursuant to the Village=s group plan document. The employee will also be required to refund to the Village that portion of the cash incentive, pro-rated according to the length of time the employee was not insured. This refund must be paid back in a lump sum at the time of re-enrollment or through a payroll deduction over a period not exceed six (6) months. An employee participating in the Opt Out program may also elect to re-enroll in the Village=s health insurance plan during open enrollment each year.

10.4 IRS Section 125 Plan. Effective January 1, 2005, the Village will, to the extent provided by law, provide a comprehensive Section 125 program. Nothing in this section infers that the Village will contribute to an employee=s Section 125 plan. The maximum an employee can elect to withhold shall be \$5,000.00, provided employees shall be required to reimburse the Employer for any funds drawn that exceed the amount contributed, if the employee terminates employment during the plan year. The Village shall pay the initial fee and annual renewal fees, and the employees shall pay the monthly participation fees. The Village shall not be required to offer this Section 125 plan, or may cease offering such plan, if less than 25% of all full-time employees, Village-wide, participate in such plan.

10.5 Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies referred to in Section 10.1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedures set forth in this Agreement. The failure of any insurance carrier or plan administrator to provide any benefit for which it is contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier or plan administrator from any liability it may have to the Village, employee, or beneficiary of any employee, and nothing in this Section shall relieve the Village of its obligation to provide the coverages as specified in this Agreement.

ARTICLE XI **GRIEVANCES**

11.1 Definition of a Grievance. A grievance is hereby defined as any dispute or difference between the Employer and the Union or an employee with respect to the meaning, interpretation, or application of any of the provisions of this Agreement or arising out of other circumstances or conditions of employment.

11.2 Settlement Procedure. Grievances arising after the effective date of the signing of this Agreement shall be raised, discussed, and taken up in accordance with the following procedure:

Step 1. Division Foreman.

The employee or the Union, within five (5) working days of the incident giving rise to the grievance, shall serve the Foreman with a written statement of the grievance. The Foreman shall have five (5) working days in which to respond in writing to the grievance, and may discuss the grievance with the employee and/or Union.

Step 2. Superintendent.

If an employee=s problem has not been resolved after presenting it to his/her Foreman, a grievance may be appealed to the Superintendent at Step 2. To be accepted for consideration, the appeal must be filed within five (5) working days following the date when the employee or union steward received the answer in Step 1. The grievance shall be reduced to writing and shall state the facts of the complaint, the section(s) of the Agreement allegedly violated, if applicable, and the relief requested, dated and signed by the employee or by the steward or union representative. The Superintendent shall arrange a meeting with the employee and a representative of union to take place within five (5)

working days of the receipt of the written grievance to discuss the complaints, develop all the available facts and information relative to the grievance and issue a decision within five (5) working days of the meeting. In the event that the employee and union representative fail to meet with the Superintendent within the time specified, the Superintendent shall issue his decision within five (5) working days of the expiration of the time limit for a meeting unless he has issued a written extension of the time limit.

Step 3. Village Administrator.

If a satisfactory resolution of the grievance is not reached at Step 2, the steward or union representative may request that the grievance be processed for review at Step 3. The grievance request must be in writing and presented to the Village Administrator within five (5) days after receiving the Step 2 answer. Only the union may raise a grievance after Step 2.

Within five (5) working days of the receipt of the grievance request, the Village Administrator or the Assistant Village Administrator will schedule a hearing which shall take place at a time mutually agreed by the Village Administrator or the Assistant Village Administrator and the Union. The Village Administrator or the Assistant Village Administrator will review all the available facts and information and issue a written decision within five (5) working days following the hearing.

Step 4. Arbitration.

If the grievance is not satisfactorily resolved at Step 3, the Union may file a written request for arbitration. Such request shall be filed with the Village Administrator within fourteen (14) days of the posting of the written decision in Step 3. If, in accordance with the above procedure, the grievance(s) is appealed to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator, from a list of mutually agreed arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after the meeting in Step 3, the parties shall request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed

by the parties.

Arbitration Procedures.

Both parties agree to attempt to reach a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Once a determination is made that the matter is arbitrable, or if such preliminary determination cannot be reasonable made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add nor subtract from the provisions of the Agreement. By proceeding to arbitration, neither party waives the right to raise the issue of arbitrability on review.

The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him, and his decision and award 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 decision and the award of the arbitrator, which conforms to his authority, shall be final and binding, upon the City, the Union and the employee or employees involved.

Nothing in this Article shall preclude the parties from agreeing to appointment of a permanent arbitrator(s) during the term of the Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of its copy.

11.4 In discussions or meetings with the Employer in the grievance procedure, the employee shall be entitled to be present and may be accompanied or represented by the exclusive bargaining agent or their representative.

11.5 Time Limits.

(a) Grievances may be withdrawn at any step of the Grievance Procedure without prejudice, but may not be renewed unless within the proper time limits. Grievances not appealed within the designated time limits will be treated as waiving further appeal.

(b) The time limits at any step or for any hearing may not be extended unless by written agreement of the parties involved at that particular step.

(c) Grievances concerning suspension of thirty (30) days or less of an employee may be initiated at Step 2 of the Grievance Procedure within the time limits for Step 1.

(d) Grievances concerning suspension of more than thirty (30) days and/or discharge of an employee shall be initiated at Step 3 of the Grievance Procedure within the time limits for Step 2.

(e) If a written decision is not issued at any step of the grievance, the grievance shall be deemed granted in the employee or union=s favor.

11.6 Stewards. The Employer recognizes the right of the Union to designate one (1) steward and one (1) alternate at each permanent facility. The steward and alternate at each facility shall be identified, in writing, by the Union to management. Changes in stewards or alternates will also be made known immediately in the same fashion.

11.7 Time Off. Stewards or alternates shall be permitted, after obtaining their supervisor=s approval, reasonable time during the work day to investigate established grievances on the Employer=s property without loss of pay. Employees and stewards, if requested by the employee, shall be allowed reasonable time during regular working hours to present and process grievances. Stewards or alternates shall be permitted such time off as provided in this Section when, in the opinion of their supervisor, such time off will not interfere with the operations of the Employer. Such requests for time off shall not be unreasonably denied so long as they do not interfere with the efficient operations of the Employer. Any reasonable time so allowed by this Agreement or required by the Employer shall be considered regular work time if such falls within the regular working hours. The Employer shall not be obligated for any compensation to employees or stewards for any time spent in the handling of employee or union grievances which falls outside the employee=s or steward=s regular work schedule.

11.8 Access to Premises by Teamster Officials. Authorized business agents or officers of the Union shall have reasonable access to permanent facilities of the Employer for the purpose of investigating grievances, attending grievance hearings, and for other reasons related to the administration of this Agreement. Such authorized personnel of the Union shall notify the appropriate supervisor upon arrival. Such visitation shall not interfere with the operations of the Employer.

11.9 Advance Filing. A matter may be raised at any level of the Grievance Procedure upon mutual consent of the parties.

ARTICLE XII
NO STRIKE - NO LOCKOUT

12.1 During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slow down, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

12.2 The Union agrees to notify all local officers and representatives 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 Section 12.1 to return to work.

12.3 The Employer may discharge or discipline any employee who violates Section 12 and any employee who fails to carry out his responsibilities under Section 12.2 and the Union will not resort to the Grievance Procedure on such employee=s behalf.

12.4 Nothing contained herein shall preclude the Employer from obtaining judicial restrain and damages in the event of a violation of this Article.

ARTICLE XIII **FAIR SHARE**

13.1 Each covered employee, as defined in Section 2.1, as a condition of employment, on or before thirty (30) days from the commencement of employment or the effective date of this Agreement, whichever is later, shall join the Union or pay their proportionate share of the costs of the collective bargaining process and contract administration, but such amount shall not exceed the amount of dues uniformly required of members. In such cases, the Employer shall deduct the proportionate share payment from the earnings of the non-member employees and shall remit such deductions bi-weekly to the Secretary-Treasurer of the Union at the address designated by the Union in accordance with the laws of the State of Illinois and the procedures of the Payroll Department.

13.2 The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

13.3 Any non-member employee shall be allowed to assert his/her right of non-association based upon bona fide religious tenets or teachings of a church or religious body of which such employees are members. Such employees shall be required to pay an amount equal to their fair share to a non-religious charitable organization mutually agreed upon by the employees affected and the Union. If the affected employee and the Union are unable to reach agreement on the matter, the Illinois State Labor Relations Board may be consulted by the parties.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

14.1 It shall be the responsibility of the Employer to see that equipment is in safe operating condition. The Employer shall take all reasonable steps to protect employees during working hours in the performance of their duties.

No employee shall be required to use any equipment that is unsafe. When an assigned department vehicle or other equipment is found to have a disabling defect or is in violation of the law, the employee will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement or the continued operation of said vehicle or other equipment and the employee shall also be required to inform the safety representative from their division. Additionally, the employee shall have the right to move directly to the second step of the grievance procedure to protest the lack of safe equipment or other working conditions.

14.2 The Employer shall advise new employees hired in the positions covered by this Agreement that the Union is the recognized collective bargaining representative for employees in the position classifications listed in Article II of this Agreement.

14.3 The Union may place informational material on agency or department bulletin boards, provided:

- (a) the Union is clearly identified in the material;
- (b) the contents of the material related to the activities of the Union are not partisan, political or defamatory in nature;
- (c) the Union assumes all costs incidental to preparation of the material;
- (d) the Union advises management in advance and does not interrupt Employer operations.

14.4 Prior discipline other than suspension for a particular offense shall not be considered in imposing a disciplinary penalty for a current offense where more than twelve (12) months have elapsed since the employee was last disciplined for the same offense except as provided in 14.6.1(b) below. After 5 years, a prior suspension for a particular offense shall not be considered in imposing a disciplinary penalty for a current offense.

14.5 Steel-toe safety shoes shall be worn by all negotiated rate employees as a condition of employment and no employees will be permitted to work without such safety shoes. The Employer shall reimburse each member of the bargaining unit for the cost of all steel-toe safety shoes which are required to be worn under the terms of this Section, up to a maximum of \$126.25 per year. Employees shall purchase the shoes and present a receipt to the Employer for reimbursement, which shall be paid to the Employee within

thirty (30) days of submission. Such \$126.25 credit may be applied to a purchase from the previous year, to the extent such previous year=s purchase exceeded \$126.25. The boot allowance shall be available to reimburse employees for the cost of repairs to the boots. The Village will establish accounts with a minimum of two (2) vendors in order to allow the employees to purchase boots from such vendors and have the vendors bill the Village for the amount of the boot allowance, with the employee to pay the remaining balance directly to the vendor. The boot allowance shall be increased to \$127.50 on May 1, 2012.

14.5.1 The Employer shall reimburse employees for the cost of safety glasses which are required to be worn by the employees, up to a maximum of \$75.75 per year for single vision and \$126.25 for bifocals, trifocals and standard progressive lenses. Employees shall purchase safety glasses and present a receipt to the Employer for reimbursement, which shall be paid to the employee within thirty (30) days of submission. Such credit may be applied to a purchase from the previous year, to the extent such previous year=s purchase exceeded \$75.75 per year for single vision and \$126.25 for bifocals, trifocals and standard progressive lenses. Effective May 1, 2012, the reimbursements shall increase to \$76.50 for single vision and \$127.50 for bifocals, trifocals and standard progressive lenses.

14.6 The Personnel Policies heretofore adopted by the Employer on November 3, 1994, as amended, shall remain in effect for all covered employees except as specifically modified by this Agreement. In the event of a conflict between the Personnel Policies and the terms of this Agreement, this Agreement shall supersede the Personnel Policies. The Employer reserves the right to alter, modify or amend the Personnel Policies and enforce the same except as modified herein. The Union will be notified of any alterations, modifications or amendments to the Personnel Policies. In the event that the Union believes that such amendment, alteration or modification conflicts with the terms of this Agreement or otherwise impacts upon the terms and conditions of employment of the members of this bargaining unit, the Union shall notify the Employer in writing. Upon receipt of such notification, the Village shall not implement such alteration, modification or amendment as it may pertain to members of this collective bargaining unit, and such matter will be referred to Step 3 of the grievance procedure for resolution under the procedure set forth in this Agreement. The Employer may elect to enforce the alteration, modification or amendment with respect to other Village employees and not implement such change in regard to members of the collective bargaining unit covered by this Agreement.

14.6.1 With respect to covered employees only, the Personnel Policies shall be amended in the following instances:

a. 6.5.1 shall be amended to add the following sentence: ΔEmployees so transferred who do not successfully complete any probationary period in the new position shall not be discharged but rather shall be transferred to their old position or another comparable position.@

b. Probationary periods for employees who are transferred or promoted shall be 6 months in duration.

c. Probationary evaluations for employees who are transferred or promoted shall be performed at 2, 4 and 6 month intervals.

d. If an employee who is required to have a valid driver=s license or commercial driver=s license has lost his driving privileges, and has completed his suspension from work without pay, then at the Village=s sole discretion, the employee may be assigned work within the employee=s division that does not require driving, if the Village, at the Village=s sole discretion, determines that such jobs are available. The Village=s exercise of such discretion shall not be subject to the grievance procedures beyond level 3.

e. Short Term Disability Benefits.

The Short Term Disability Benefits provisions of the Village=s Personnel Policies are hereby modified as follows:

(1) Any employee who receives short term disability benefits shall be ineligible to receive such benefits for a rolling twelve (12) month period for each such receipt of benefits.

(2) After the first use of the short term disability benefits, an employee shall be required to exhaust accrued sick leave and all other accrued leave prior to becoming eligible for such disability benefits.

(3) Short term disability benefits may only be received three (3) times in eight (8) years, commencing the date of receipt of benefits.

14.6.2 Tardiness Policy. Tardy is defined as any arrival after the official start of the normal work day.

(a) If an employee does not call the supervisor before his scheduled starting time, the employee will be accepted for work until thirty (30) minutes after his scheduled starting time, and marked tardy.

(b) If an employee calls before his scheduled starting time and tells the supervisor he will be late and won=t be able to arrive at the job site until more than thirty (30) minutes after the scheduled starting time, the supervisor will determine whether the employee should be told to come in or not; this matter is left to the judgment of the supervisor. If the employee is told to stay home, he will be marked absent for the day.

(c) If an employee does not call in before his scheduled starting time and reports to the job site more than thirty (30) minutes after the scheduled starting time, he is to be sent home and marked absent for the day.

(d) Tardy employees shall not be compensated for time not worked.

Deductions from compensation for tardy employees shall be on the basis of quarters of an hour (.25) based upon a seven-minute interval.

14.6.3 An employee may be written up for multiple violations of policy for one (1) act, but shall receive discipline for the most severe of the policy provisions violated. An employee may receive multiple penalties for multiple acts or occurrences.

14.7 The Employer shall furnish uniforms to all covered employees through the use of a quartermaster system.

14.8 Procedures for Overtime Call-Outs. In accordance with Section 6.3 of this Agreement, the following procedure shall be employed for contacting employees when overtime is required.

A) The Employer shall supply beepers or pagers to one (1) Building Maintenance Tech. These beepers or pagers are to be rotated on a weekly basis. Those employees who have been assigned a beeper or pager are required to respond to call-outs for overtime during the week that they are in possession of said beeper or pager. Building Maintenance Techs who have been assigned a beeper or pager for overtime call-out purposes on a rotating basis shall receive 3.5 hours at straight time pay for each week assigned such call-out pager. Employees who have been issued a beeper or pager and do not respond to a call-out will be disciplined as follows:

First unexcused absence:	Written warning
Second unexcused absence:	One day suspension without pay
Third unexcused absence:	Three days suspension without pay
Fourth unexcused absence:	Five days suspension without pay
Fifth unexcused absence:	Employment termination

Prior discipline for this offense shall not be considered in imposing a disciplinary penalty for a current offense when more than five (5) months have elapsed since the employee was last disciplined for the same offense.

B) In the event that employees are needed for overtime assignments, the Employer shall first contact the employee who has been issued a beeper or pager. In the event additional employees are needed, the Employer shall contact employees in order of their appearance on the overtime list (low man first), unless the Employer deems it necessary to contact employees out of order, in the event that a particular function needs to be performed by a qualified employee. Any employee who is contacted for overtime call-out, except those employees who have been assigned a beeper or pager, may decline the overtime assignment when first contacted, but if contacted again for the same overtime assignment such employee shall be required to report for work. Any employee who is contacted the first time must remain available for a second call for the next thirty (30) minutes. Any employee who is so contacted a second time and fails to respond to work or who is

unavailable during the first thirty (30) minutes following the first call, shall be subject to discipline as follows:

First unexcused absence:	Written warning
Second unexcused absence:	One day suspension
Third unexcused absence:	Three days suspension
Fourth unexcused absence:	Five days suspension
Fifth unexcused absence:	Termination

Prior discipline for this offense shall not be considered in imposing a disciplinary penalty for a current offense when more than twelve (12) months have elapsed since the employee was last disciplined for the same offense.

C) The beeper/pager system may be altered or amended during the term of this Agreement if mutually agreed upon by both parties.

D) The custodians will carry a beeper or pager during their regular scheduled working hours only. They will pass the beeper or pager to the next custodial shift (3 shifts in all) when the next shift comes on duty.

E) An employee on pager duty must remain within the pager service area and within forty (40) minutes travel time to the Village Hall.

14.9 An employee shall be entitled to request the presence of a union representative at an investigatory interview which may lead to any form of discipline. The Employer shall delay the interview until the requested union representative or another union representative is available, unless the employee elects to continue the interview unaccompanied by a union representative. In any event, the Employer may elect to dispense with or discontinue the interview and proceed with its investigation without an interview being conducted.

14.10 In the event any disciplinary action is taken against an employee, except for a verbal reprimand, the Employer shall provide the employee and the Union written notification of such disciplinary action.

14.11 Indemnification. The Employer shall be responsible for, hold employees harmless from and pay for damages or monies which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement, except as otherwise provided by law. Employees shall have legal representation by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties performed on behalf of the Employer. Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising out of this Section. The Employer will provide the protection set forth hereinabove so long as the employee is acting within the scope of his employment and so long as the employee cooperates with the Employer in defense of the action or actions or claims. The Employer shall not indemnify or defend an employee for any

actions arising out of claims for punitive or exemplary damages. In addition, the Employer=s responsibility with regard to this Section shall not extend to any criminal charges brought against an employee.

14.12 Bargaining Unit Work. In accordance with Section 14.11 of the Agreement between Teamsters Local 726 (Public Services & Parks & Recreation), Public Services Department employees and Parks & Grounds Department employees shall be permitted to perform bargaining unit work covered by the terms of this Agreement between November 1 and April 1.

14.13 Technical Certifications. Technical certifications, not a part of a college credit hour program, may be needed to prepare an employee to be in charge of a job function that is not contained in the job description. Enrollment in a technical certification program must be pre-approved by the department head to be eligible for a one-time stipend incentive. Stipend incentives are offered to regular full-time employees that voluntarily and successfully obtain the preapproved technical certification utilizing unpaid class of study time. The course fees are normally paid by the Village of Glendale Heights. The stipend shall be \$150.00. Stipends shall not be paid for certifications obtained by employees for which they were compensated for their hours or which were obtained during working hours.

ARTICLE XV

EMPLOYEE ALCOHOL AND DRUG TESTING

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

15.2 Prohibitions. Employees shall be prohibited from:

(a) consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at any time during the work day or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles and the employee=s personal vehicle while engaged in Village business;

(b) illegally selling, purchasing or delivering any illegal drug (unless in accordance with duty requirements) during the work day or on the employer=s premises;

(c) being under the influence of alcohol or illegal drugs during the course of the work day;

(d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

15.3 Drug and Alcohol Testing Permitted. Where the Village has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. At least two (2) (non-bargaining unit) supervisory personnel, who are not members of the bargaining unit represented by the Union, must articulate their reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. There shall be no random testing of employees. The foregoing shall not limit the right of the Village to conduct tests as it may deem appropriate for persons seeking employment as employees prior to their date of hire or for promotion. Additionally, the Village may conduct unit-wide testing, but no more than twice annually and provided that such testing is performed during a department-wide testing program, with at least thirty (30) days notice.

15.4 Order to Submit to Testing. At the time an employee is ordered to submit to testing authorized by this Agreement, the Village shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Prior to taking the test, the employee shall be permitted to consult with a representative of the Union at the time the order is given, provided that the test shall not be delayed in excess of thirty (30) minutes after receipt of the order in order to provide complete consultation. No questioning of the employee shall be conducted with regard to any order to submit to a test without first affording the employee the right to union representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

15.5 Tests to be Conducted. In conducting the testing authorized by this Agreement, the Village shall:

(a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA). A breathalyzer test shall be substituted for a blood or urine sample for all alcohol testing;

(b) insure that the laboratory or facility selected conforms to all NIDA standards;

(c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;

(d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to

be set aside reserved for later testing if requested by the employee;

(e) collect samples in such a manner as to preserve the individual employee=s right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a clean room for submitting samples or where there is reasonable belief that the employee has attempted or may attempt to compromise the accuracy of the testing procedure;

(f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

(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 within seventy-two (72) hours of receiving the results of the tests. The Employer is hereby authorized to withhold from any employee=s pay check the cost of testing a split sample, which test is conducted at the employee=s request;

(h) require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of test administered), the Village will not use such information in any manner or forum adverse to the employee=s interests;

(i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .10 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. Tests results showing an alcohol concentration in excess of .05 but less than .10 shall not give rise to any presumption that the person was or was not under the influence of alcohol, but may be considered with other competent evidence to determine whether the person was under the influence of alcohol. The foregoing standards shall preclude the Village from attempting to show that test results of .05 or below demonstrate that the employee was under the influence;

(j) provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results;

(k) insure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the

pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

15.6 Right to Contest. The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

15.7 Voluntary Requests for Assistance. The Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the employee. Such limitation on the Village=s right to take adverse employment action is limited to those circumstances in which the employee has not tested positive for drugs or found to be under the influence of alcohol, pursuant to reasonable suspicion or random testing, prior to advising the Village of such voluntarily request for assistance. The Village shall make available through an Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the employee=s interests, except reassignment as described above.

15.8 Discipline. In the first instance that an employee tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol, (with the exception of any employee who voluntarily seeks assistance with drug and/or alcohol related problems) such employee shall be subject to disciplinary action by the Village, but such disciplinary action shall not exceed a thirty (30) calendar day suspension. In addition, the employee may be required to:

- (a) agree to appropriate treatment as determined by the physician(s) involved;
- (b) discontinue his use of illegal drugs or abuse of alcohol;
- (c) complete the course of treatment prescribed, including an After-care@ group for a period of up to twelve months;
- (d) agree to submit to random testing during hours of work during the period of After-care.@"

Employees who do not agree to or who do not act in accordance with the foregoing,

or test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

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

ARTICLE XVI WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each 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 referred to, or covered by this Agreement, or with respect to any subject matter not specifically referred or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVII PARTIAL INVALIDITY OF AGREEMENT

In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the portions hereof.

ARTICLE XVIII SUBCONTRACTING

It is recognized that the integrity of the bargaining unit should be preserved to the extent possible. Notwithstanding such recognition, this contract does not preclude the subcontracting of bargaining unit work. However, until the expiration date of this agreement, the Village will not subcontract work normally performed by bargaining unit

members if the subcontracting would result in the layoff of employees from the bargaining unit.

ARTICLE XIX
LABOR-MANAGEMENT CONFERENCES

19.1 The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between employee representatives, union staff representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference@ and expressly providing the agenda for such meeting. Such meetings shall be limited to:

- a) Discussion on the implementation and general administration of this Agreement.
- b) A sharing of general information of interest to the parties.
- c) Notifying the employees of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- d) Identifying unsafe or unhealthy working conditions which may exist considering the nature and requirements of the respective work locations and job functions to be performed by bargaining unit members. Where, following such meetings agreement is reached as to the existence of the unsafe or unhealthy working conditions, the Employer shall attempt to correct it within a reasonable amount of time.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

19.2 It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at labor-management conferences@, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ARTICLE XX
TERM OF AGREEMENT

This Agreement shall be effective upon the date of execution by the Village as shown in the Preamble, and shall remain in full force and effect from said date until midnight, April 30, 2018, and it shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing at least ninety (90) days prior to April 30, 2018, or the anniversary date of such yearly extension, of a desire to amend or terminate it.

VILLAGE OF GLENDALE HEIGHTS

International Brotherhood of Teamsters,
Local 700 (Building Maintenance)

By: *Dennis Jackson*
President

Dechy Stjepanich President
Michael G. McKen

ATTEST:

Marie A. Schmidt
Village Clerk



Exhibit D

TEAMSTERS - BUILDING MAINTENANCE CONTRACT EFFECTIVE MAY 1, 2015														
Positions	11/01/14 CONTRACT			05/01/15 CONTRACT			L-1	L-2	L-3	L-4	L-5	L-6	L-7	L-8
	Min.	Mid.	Max.	Min.	Mid.	Max.	ENTRY	1st YR	2nd YR	3rd YR	4th YR	5th YR	6th YR	7th YR
TEAMSTERS - BUILDING MAINTENANCE														
N- Bldg. Maintenance Tech. HVAC/Elect.	24.07	28.27	32.46	24.43	28.69	32.95	24.43	25.84	27.24	28.69	29.75	30.82	31.88	32.95
N- Building Maint. Technician	23.33	27.42	31.51	23.68	27.83	31.98	23.68	25.05	26.42	27.83	28.87	29.91	30.94	31.98
N- Custodian	17.58	20.65	23.72	17.84	20.96	24.08	17.84	18.87	19.90	20.96	21.74	22.52	23.30	24.08

TEAMSTERS - BUILDING MAINTENANCE CONTRACT EFFECTIVE MAY 1, 2016*														
Positions	05/01/15 CONTRACT			05/01/16 CONTRACT			L-1	L-2	L-3	L-4	L-5	L-6	L-7	L-8
	Min.	Mid.	Max.	Min.	Mid.	Max.	ENTRY	1st YR	2nd YR	3rd YR	4th YR	5th YR	6th YR	7th YR
TEAMSTERS - BUILDING MAINTENANCE														
N- Bldg. Maintenance Tech. HVAC/Elect.	24.43	28.69	32.95	24.92	29.26	33.61	24.92	26.35	27.79	29.26	30.35	31.44	32.52	33.61
N- Building Maint. Technician	23.68	27.83	31.98	24.15	28.39	32.62	24.15	25.55	26.95	28.39	29.44	30.50	31.56	32.62
N- Custodian	17.84	20.96	24.08	18.20	21.38	24.56	18.20	19.25	20.30	21.38	22.17	22.97	23.77	24.56

TEAMSTERS - BUILDING MAINTENANCE CONTRACT EFFECTIVE MAY 1, 2017*														
Positions	05/01/16 CONTRACT			05/01/17 CONTRACT			L-1	L-2	L-3	L-4	L-5	L-6	L-7	L-8
	Min.	Mid.	Max.	Min.	Mid.	Max.	ENTRY	1st YR	2nd YR	3rd YR	4th YR	5th YR	6th YR	7th YR
TEAMSTERS - BUILDING MAINTENANCE														
N- Bldg. Maintenance Tech. HVAC/Elect.	24.92	29.27	33.61	25.42	29.85	34.28	25.42	26.88	28.34	29.85	30.96	32.07	33.17	34.28
N- Building Maint. Technician	24.15	28.39	32.62	24.63	28.95	33.27	24.63	26.06	27.48	28.95	30.03	31.11	32.19	33.27
N- Custodian	18.20	21.38	24.56	18.56	21.81	25.05	18.56	19.63	20.70	21.81	22.62	23.43	24.24	25.05

***Subject to Section 7.1(d) of this Agreement**

SIDE LETTER AGREEMENT BETWEEN
THE VILLAGE OF GLENDALE HEIGHTS AND THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, LOCAL 700 (BUILDING MAINTENANCE)
REGARDING WAGES AND CALL-OUT PAGER PAY

WHEREAS, the VILLAGE OF GLENDALE HEIGHTS (“Village”) and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 700 (BUILDING MAINTENANCE) (“Union”), have entered into a collective bargaining agreement expiring on April 30, 2018, covering Building Maintenance employees (the "Agreement"); and

WHEREAS, the Village and the Union are desirous of amending Sections 7.1(a) and Exhibit D of the Agreement regarding wages for current bargaining unit members; and

WHEREAS, the Village and the Union are desirous of amending Paragraph A) of Section 14.8, entitled “Procedures for Overtime Call-Outs,” of the Agreement to increase the compensation paid to the Building Maintenance Techs who have been assigned a beeper or pager for overtime call-outs.

NOW, THEREFORE, IT IS AGREED by the Village and the Union as follows:

1. Section 7.1(a) of the Agreement is hereby amended as follows:

7.1 (a) The Employer shall modify the Village Pay Plan in accordance with Exhibit “D” attached hereto as follows: Effective May 1, 2015, the pay rates shall increase by 2.0%; on May 1, 2016, the pay rates shall increase by 2.0%; and the pay rates shall increase by 2.0% commencing May 1, 2017.

2. Exhibit D of the Agreement is hereby amended as set forth on Attachment “1,” attached hereto and made a part hereof.

3. Paragraph A) of Section 14.8, entitled "Procedures for Overtime Call-Outs," of the Agreement is hereby amended as follows:

A) The Employer shall supply beepers or pagers to one (1) Building Maintenance Tech. These beepers or pagers are to be rotated on a weekly basis. Those employees who have been assigned a beeper or pager are required to respond to call-outs for overtime during the week that they are in possession of said beeper or pager. Building Maintenance Techs who have been assigned a beeper or pager for overtime call-out purposes on a rotating basis shall receive 5 hours at straight time pay or in compensatory time for each week assigned such call-out pager. Employees who have been issued a beeper or pager and do not respond to a call-out will be disciplined as follows:

First unexcused absence:	Written warning
Second unexcused absence:	One day suspension without pay
Third unexcused absence:	Three days suspension without pay
Fourth unexcused absence:	Five days suspension without pay
Fifth unexcused absence:	Employment termination

Prior discipline for this offense shall not be considered in imposing a disciplinary penalty for a current offense when more than five (5) months have elapsed since the employee was last disciplined for the same offense.

4. All remaining terms and conditions of the Agreement shall remain in full force and effect:

IN WITNESS WHEREOF, the parties have executed this Agreement this 21 day of

January, 2016.

VILLAGE OF GLENDALE HEIGHTS

By: Raquel Becerra
Raquel Becerra, Village Administrator

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 700
(BUILDING MAINTENANCE)

By: Gus Harris

Attachment 1

Exhibit D

Positions	11/01/14 CONTRACT			05/01/15 CONTRACT			L-1	L-2	L-3	L-4	L-5	L-6	L-7	L-8
	Min.	Mid.	Max.	Min.	Mid.	Max.	ENTRY	1st YR	2nd YR	3rd YR	4th YR	5th YR	6th YR	7th YR
TEAMSTERS - BUILDING MAINTENANCE														
N- Bldg. Maintenance Tech. HVAC/Elect.	24.07	28.27	32.46	24.55	28.83	33.11	24.55	25.96	27.38	28.83	29.90	30.97	32.04	33.11
N- Building Maint. Technician	23.33	27.42	31.51	23.80	27.97	32.14	23.80	25.17	26.55	27.97	29.01	30.05	31.10	32.14
N- Custodian	17.58	20.65	23.72	17.93	21.06	24.19	17.93	18.96	20.00	21.06	21.85	22.63	23.41	24.19

TEAMSTERS - BUILDING MAINTENANCE CONTRACT EFFECTIVE MAY 1, 2016

Positions	05/01/15 CONTRACT			05/01/16 CONTRACT			L-1	L-2	L-3	L-4	L-5	L-6	L-7	L-8
	Min.	Mid.	Max.	Min.	Mid.	Max.	ENTRY	1st YR	2nd YR	3rd YR	4th YR	5th YR	6th YR	7th YR
TEAMSTERS - BUILDING MAINTENANCE														
N- Bldg. Maintenance Tech. HVAC/Elect.	24.55	28.83	33.11	25.04	29.41	33.77	25.04	26.48	27.92	29.41	30.50	31.59	32.68	33.77
N- Building Maint. Technician	23.80	27.97	32.14	24.28	28.53	32.78	24.28	25.68	27.08	28.53	29.59	30.66	31.72	32.78
N- Custodian	17.93	21.06	24.19	18.29	21.48	24.67	18.29	19.34	20.40	21.48	22.28	23.08	23.88	24.67

TEAMSTERS - BUILDING MAINTENANCE CONTRACT EFFECTIVE MAY 1, 2017

Positions	05/01/16 CONTRACT			05/01/17 CONTRACT			L-1	L-2	L-3	L-4	L-5	L-6	L-7	L-8
	Min.	Mid.	Max.	Min.	Mid.	Max.	ENTRY	1st YR	2nd YR	3rd YR	4th YR	5th YR	6th YR	7th YR
TEAMSTERS - BUILDING MAINTENANCE														
N- Bldg. Maintenance Tech. HVAC/Elect.	25.04	29.41	33.77	25.54	29.99	34.45	25.54	27.01	28.48	29.99	31.11	32.22	33.33	34.45
N- Building Maint. Technician	24.28	28.53	32.78	24.77	29.10	33.44	24.77	26.20	27.63	29.10	30.18	31.27	32.35	33.44
N- Custodian	18.29	21.48	24.67	18.66	21.91	25.16	18.66	19.73	20.80	21.91	22.72	23.54	24.35	25.16