RESOLUTION 2015 – R - 71

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT WITH TEAMSTERS LOCAL 700 REGARDING PUBLIC WORKS AND PARKS EMPLOYEES

BE IT RESOLVED By The President and Board of Trustees of the Village of Glendale Heights, DuPage County, Illinois as follows:

Section 1. That certain collective bargaining agreement between the Village of Glendale Heights and the Teamsters Local 700 regarding Public Services and Parks employees, a copy of which is attached hereto as Exhibit "A", is hereby approved.

Section 2. The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, said collective bargaining agreement, subject to the execution of said collective bargaining agreement by representatives of the Teamsters Local 700.

Resolved this 3rd day of December, 2015.

AYES: Trustees Schmidt, Fonte, Light, Maritato, Pojack, Schroeder

NAYS: None

ABSENT: None

Linda Jackson
Village President

ATTEST:

Marie Schmidt, by: Roger Mabelitis
Village Clerk Deputy Clerk

VILLAGE OF GLENDALE HEIGHTS CORPORATE SEAL ILLINOIS

37068.1

Agreement Between

VILLAGE OF GLENDALE HEIGHTS

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 700 (PUBLIC WORKS)

Expiration Date: April 30, 2018

557684-2

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AGREEMENT

This Agreement made and entered into this ____ day of _____, 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 2.0 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 purpose of collective bargaining for the following position classifications and no other as a single bargaining unit:

Streets Division:	Maintenance Worker; Crew Leader
WPCF Division:	Maintenance Worker; Lead Maintenance Worker/Operator; Treatment Plant Operator
Fleet Maintenance Division:	Mechanic; Lead Mechanic
Water & Sewer Division:	Maintenance/Utility Worker; Crew Leader
Parks & Grounds Division:	Maintenance Worker; Groundskeeper; Crew Leader
Golf Course:	Small Equipment Operator; Small Equipment Mechanic

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 titles 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 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.

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.

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/Summer 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 contract. Seasonal/Summer employees shall not be assigned more than seven hundred twenty (720) hours of overtime work for Glendale Heights Fest, unless and until all members of the bargaining unit have been offered and refused such additional overtime hours.

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 two (2) hours or less overtime at the end of a shift, the temporary employee may continue to work and may be eligible for overtime.

2.6 Crew Leader. The Village has the right to institute the position of Crew Leaders in all Divisions. Crew Leaders will be paid $1.50 per hour above their current rate for their term of their Crew Leader assignment. Since Departmental needs change in regard to Crew Leader assignments, the position of all Crew Leaders is subject to periodic review. Openings for Crew Leader shall be posted for ten (10) days. Candidates will be required to submit to a written exam and an oral panel interview. Crew Leaders shall be required to serve a six (6) month probationary period. If the Village reduces the number of Crew Leaders in a Division, such reductions shall be done by reverse bargaining unit seniority of those Division Crew Leaders, least senior first.

ARTICLE III
MANAGEMENT RIGHTS

3.1 Subject to the provisions of this Agreement and 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 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 Department of Public Works 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 employees 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 normal working day for all covered employees shall be from 7:00 a.m. to 3:30 p.m. Different 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. Whenever two (2) or more shifts are established for mechanics, the mechanic with the most seniority shall be entitled to select which shift that he shall be assigned to work, and the remaining mechanics shall be assigned to the various shifts by the Employer.

6.2 Employees shall be entitled to a thirty (30) minutes unpaid lunch period between the hours of 11:00 a.m. and 1:00 p.m., which may be altered by mutual agreement of the employee and his/her 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 lunch and rest periods during shift hours.

6.2.1 Employees shall be provided a paid fifteen (15) minute morning break between the hours of 9:00 a.m. and 10:00 a.m. and a fifteen (15) minute afternoon break between the hours of 2:00 p.m. and 3:00 p.m. 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 foreman or superintendent. 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 per Division except for watering ban emergencies. 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. Except for Glendale Heights Fest and watering ban emergencies, overtime for this bargaining unit shall not be offered to any other Village employee until such time as the procedures in Section 14.6.4 have been followed. Except for employees who are assigned to the P-Pool, an employee who is absent due to illness or injury shall not be eligible for an overtime assignment until the employee reports back to work on his/her regular shift. Employees who are absent for any other reason (*e.g.*, vacation, personal day, compensatory time, etc.) shall be required to inform the employee's Supervisor, prior to leaving his last work shift before such absence, whether such employee is available for overtime during such absence. If an employee states that he/she is available, then such employee shall be eligible for overtime. If an employee fails to inform his Supervisor of his availability, such employee shall be deemed to be not eligible for 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 (1) 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 sixty (60) hours, but such compensatory time must be reduced to forty (40) hours on or before April 30th of each year, with any hours over forty (40) hours remaining on April 30th to be cashed-out by the Employer. In addition, employees who have less than five (5) years service with the Village shall be permitted to accumulate eighty (80) hours of compensatory time, to be reduced to forty (40) hours, as provided above, and the sixty (60) hour accumulation maximum may be exceeded only for hours earned working overtime for the Glendale Heights Fest. Compensatory time shall be credited at the rate of one and one-half (1-1/2) times the amount of overtime. All overtime hours worked at Glendale Heights Fest shall be credited as compensatory time, as spelled out in 6.4. 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 (1) 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.

6.8 In the event an employee is required to work sixteen (16) consecutive hours, that employee may be sent home prior to the end of his normal scheduled quitting time, without being compensated for hours not worked, provided that under such circumstances the employee shall be paid the applicable overtime rate for all hours worked between 12:01 a.m. and 7:00 a.m. on that date, and further provided that such employee shall receive straight time pay for all hours worked after 7:00 a.m. and before being sent home prior to the normal scheduled quitting time. For purposes of illustration, the following example is provided: An employee who is called in for work at 10:00 p.m. and is required to continuously work until the following day at 2:00 p.m. may be sent home at 2:00 p.m. without any additional compensation for being sent home prior to 3:30 p.m., provided the employee is paid one and one-half (1-1/2) times his regular hourly rate of seven (7) hours (12:01 a.m. to 7:00 a.m.) and his regular rate for seven (7) hours (7:01 a.m. to 2:00 p.m.). Such premium rate of pay for hours worked before 7:00 am. shall be excluded from the regular rate and credited toward overtime pay for purposes of complying with the federal

Fair Labor Standards Act.

ARTICLE VII
WAGES

7.1 (a) The Employer shall modify the Village Pay Plan in accordance with Schedule A attached hereto. 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. The Village may also establish a stipend inducement program for the one time payment to designated employees that obtain, with the Village's prior approval, specific certification or credential as defined by the Village. If the Union does not agree to the amount of stipend(s) established by the Village, the parties shall meet and bargain over the amount of the stipend(s).

(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) Maintenance Workers in levels 6, 7, and 8 shall be designated by the Employer, from time to time, to serve as Team Leaders, in accordance with the job description for Maintenance Worker.

(d) If at any time during 2016 or 2017, 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, but less than 30%, then, upon ten (10) days written notification by the Village to the Union, the parties shall reopen negotiations regarding a reduction of the wage increases scheduled for May 1 of the relevant year (2016 and/or 2017), such negotiations to commence before April 1 of the relevant year, and further provided that if the parties do not reach agreement regarding such reduction before May 1 of the relevant year, the wage increase for that relevant year for all bargaining unit members shall be in the amount of 1%, in lieu of the percentage increase set forth in Section 7.1(a) hereinabove, and the wage schedule shown on Schedule A shall be modified accordingly. This determination shall be made prior to March of each year during the term of this Agreement.

If at any time during 2016 or 2017, the Village's state-shared revenue from the LGDF is reduced by the General Assembly by 30% or more, then, upon ten (10) days written notification by the Village to the Union, the parties shall reopen negotiations regarding a reduction of the wage increases scheduled for May 1 of the relevant year (2016 and/or 2017), such negotiations to commence before April 1 of the relevant year, and further provided that if the parties do not reach agreement regarding such reduction before May 1 of the relevant year, the wage increase for that relevant year for all bargaining unit members shall be in the amount of .5%, in lieu of the percentage increase

set forth in Section 7.1(a) hereinabove, and the wage schedule shown on Schedule A shall be modified accordingly. This determination shall be made prior to March 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: Temporary Assignment Pay

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 an 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.

Example: Maintenance Worker Level 8 @ $22.77 per hours would add $2.25 for a regular pay rate of $25.02 (normal rate) x 1-1/2 overtime pay rate $37.53 (overtime 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.* Water and Sewer Maintenance Worker).

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 holidays, 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 on November 3, 1994 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, as currently set forth, 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 other 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. Vacation requests made in conjunction with a holiday must be for the full week which includes the holiday.

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.

9.4 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 2 years of service shall earn sick leave at the rate of 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 16 hours of sick leave credit.

After the completion of 2 years of service through the completion of 5 years of service, full time employees shall earn 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 16 hours of sick leave credit. After the completion of 5 years of service, full-time employees shall earn 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.

9.5 A full-time regular employee who is on the payroll the first payroll of the year shall receive two (2) floating holiday (16 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 1 floating holiday (8 hours). If an eligible employee is hired after 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. A floating holiday 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 two (2) personal days (16 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 1 personal day (8 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 fifteen (15) minutes, but the minimum usage must be no less than one (1) hour if used at the beginning of a shift. Personal leave may not be taken unless the employee has received prior approval from his/her supervisor, and such approval shall not be unreasonably denied. 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 ninety percent (90%) of the premium thereof

for single coverage for each employee and the employee shall pay ten percent (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 fifteen (15%) of the portion of the dependent coverage of the Employer's designated basic health care plan and the Employer shall pay eight-five percent (85%) of the portion of the premium for the 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.

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. 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% or 15% 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 Opt 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 "Special 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 Supervisor

The employee or the Union, within five (5) working days of the incident giving rise to the grievance, shall serve the Division Supervisor of the employee's Division with a written statement of the grievance. The Division Supervisor shall arrange a meeting with the employee and a representative of the Union, to take place within five (5) working days of the filing of the grievance, in order to discuss the grievance. The Division Supervisor shall have five (5) working days after the meeting in which to

respond in writing to the grievance.

Step 2. Department Head

If an employee's problem has not been resolved after presenting it to his/her Division Supervisor, a grievance may be appealed to the Department Head 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 Department Head 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 after the meeting. In the event that the employee and union representative fail to meet with the Department Head within the time specified, the Department Head shall issue his decision within five (5) working days of the expiration of the time limit for a meeting unless he/she 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 (mailing) 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 Services 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 representative 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 restraint 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. 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 and the employee shall also be required to inform the safety representative from their division.

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 when 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 five (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 $130.00 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 $130.00 credit may be applied to a purchase from the previous year, to the extent such previous year's purchase exceeded $130.00. 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.

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 $75.75 per year for single vision and $126.25 for bifocals, trifocals and standard progressive lenses credit may be applied to a purchase from the previous year, to the extent such previous year's purchase exceeded $75.75 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.

14.5.2 Tool Allowance. The Village agrees to reimburse Employees for the cost of adding a rider to the Employee's homeowner's or renter's insurance policy, to cover the Employee's tools which are used by the Employee during his employment with the Village. Such reimbursement shall be equal to the cost of the premium attributable to adding such rider to the Employee's insurance policy, but such amount shall not exceed $50.00 per annum.

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 procedures 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) Section 6.5.1 shall be amended to add the following sentence: Employees 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) The Employer agrees not to discharge an employee for unsatisfactory work performance unless the employee has first been placed upon a ninety (90) day review and has failed to remedy those deficiencies during that review period. This shall not preclude an employee from being disciplined, including discharged, for acts of misconduct, without the necessity of being placed upon a ninety (90) day review.

(c) The probationary period for employees who are transferred or promoted shall be six (6) months in duration, and their evaluations 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 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. An employee shall receive written notification of any contemplated discipline or that an investigation is being commenced; such notice to be provided not more than seven (7) working days after the incident giving rise to such discipline/investigation occurred, or the Employer first became aware of such incident, whichever is later.

14.6.4 Procedures for Overtime Call-Outs. In accordance with Section 6.3 of this Agreement, the procedures set forth in the General Overtime Assignment Procedures and Substitution Rules attached hereto as Exhibit A shall be employed for contacting employees when overtime is required.

A) In the event that the Employer is unable to obtain the required number of employees for overtime call-out after following the procedures outlined in said Exhibit A hereinabove, the Employer may permit supervisory personnel to perform the bargaining unit work duties during that overtime period, or the Employer may contact employees of other bargaining units or outside contractors to perform said work, without regard to any overtime lists, at the Employer's sole option.

B) The overtime assignment system may be altered or amended during the course of this agreement if mutually agreed upon by both parties.

C) Employees on primary on-call duty ("Primary Assignment List," "P-Pool") must remain within the telephone service area and within 50 minutes travel time to the Public Works Department. Employees assigned to the P-Pool list shall receive 5 hours at straight time pay or in compensatory time for each week assigned to the P-Pool, subject to the Substitution Rules.

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

14.8 An employee shall be entitled to request the presence of a union representative at any 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.

14.9 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.

14.10 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.

14.11 In lieu of laying off bargaining unit members, between November 1st and April 1st of each year, bargaining unit members may be assigned to perform work that is normally performed by employees assigned to another Division in the bargaining unit, or is normally performed by employees outside of the bargaining unit.

14.12 Technical Certifications. Technical certifications, not a part of a college credit hour program, may be needed to prepare an employee to be in responsible 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 Division Head and 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 pre-approved technical certification utilizing unpaid class or study time. The course fees are normally paid by the Village of Glendale Heights. Stipends 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) 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) supervisory personnel, who are not members of the bargaining unit represented by the Union, must articulate their reasonable suspicion concerning the affected employee prior to any order to submit to the testing authorized herein. There shall be no random testing of employees except as may be required by applicable federal or state regulations. In addition, pre-employment, post-accident, return to duty and follow-up testing, as required by the Omnibus Transportation Employee Testing Act of 1991, for drug/controlled substances and alcohol shall be administered by the Employer. The foregoing shall not limit the right of the Employer to conduct tests as it may deem appropriate for persons seeking employment as employees prior to their date of hire or for promotion.

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. Testing procedures shall be conducted in accordance with the requirements of the Omnibus Transportation Employee Testing Act of 1991. The Employer is hereby authorized to withhold from an employee's pay check the cost of testing a split sample, which test is conducted at the employee's request.

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 form 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 condition, 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.

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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

By: Linda Jackson
President

ATTEST:

Marie Schmidt, by; Roger Malkin
Village Clerk Deputy Clerk

International Brotherhood of Teamsters
Local 700

Becky Strzelchowski

Michael G. Mebane

EXHIBIT "A"

GENERAL OVERTIME ASSIGNMENT PROCEDURES
Effective on Contract Execution

1. Called in overtime shall be assigned by assignment in each division called the Primary Assignment List (P-Pool).

1a. A probationary employee who is a new hire may be assigned to the P-Pool after six (6) months on the job, and an existing employee who is transferred may be assigned to the P-Pool after two (2) months in the new position, if such employee is on probation.

2. Scheduled overtime shall be assigned by the division overtime list that is posted, unless superseded by a divisional P-Pool assignment schedule. When a divisional duty/P-Pool assignment schedule is posted, any division employee on the P-Pool list may be called in for duty.

3. After each division P-Pool list is exhausted, the next level of call-out is the overtime assignment list (Non-P-Pool) except for snow and ice procedures, major storms (*e.g.* rain, wind) and emergencies or disasters as declared by Village President, in which cases all bargaining unit members shall be subject to call out. Non-P-Pool employees shall first be called by their appropriate division, followed in numerical order by the employee with the lowest overtime. Non-P-Pool list shall be listed in order of seniority. The list shall be reset by seniority annually on the first Monday in May and November.

4. Procedure: (P-Pool)

   - Call phone number, if no direct contact with the employee (leave a message if possible), then move to the next person on the list.

4a. Procedure: (Non-P-Pool)

   - Call number first, if no direct contact with the employee (leave a message), move on to the next person.

   - For forecasted emergency events (*e.g.*, major storms, tornados, flood warnings, etc.), in order to prepare for a response to such potential emergency, the Supervisor may first offer overtime to bargaining unit members in accordance with the procedures set forth in paragraph 3 above, on a contingency basis, such contingency being that such emergency event occurs. Thereafter, the Employer shall first contact Non-P-Pool employees

who commit to respond to the potential call-out for such forecasted emergency event, and Non-P-Pool employees who decline to commit to such forecasted emergency event shall be moved to the bottom of the voluntary list, for that forecasted emergency event only. Any Non-P-Pool employee who has pre-committed to respond to the potential call-out for such forecasted emergency event retains the right to decline the overtime assignment when first contacted, without repercussion (*i.e.*, the pre-commitment allows the Employer to first contact those employees who pre-committed, but the Non-P-Pool employee's right to decline such assignment is the same as if the employee did not pre-commit).

5. Any employee who is contacted by phone (including by phone message) shall be required to punch in at the Public Service shop within fifty (50) minutes of the phone contact, but if a phone message is left, the time limit to punch in commences when the employee calls the supervisor back, or ten minutes after the message was left, whichever occurs first, provided that a P-Pool employee must call back the Supervisor within ten (10) minutes of the phone message or be subject to discipline as follows:

   - 1st offense – written warning
   - 2nd offense – one (1) day suspension and forfeit that week's P-Pool pay
   - 3rd offense – three (3) day suspension and forfeit that week's P-Pool pay
   - 4th offense – five (5) day suspension and forfeit that week's P-Pool pay
   - 5th offense – termination

   Provided, the forfeiture of P-Pool pay should occur only in instances of a "no-show" by the employee; a no-show being defined for purposes of this Section as no call back being made to a supervisor within fifty (50) minutes of being contacted by phone or within fifty (50) minutes of a phone message being left for such employee, whichever is applicable.

5a. Prior discipline for this offense shall not be considered in imposing a disciplinary penalty for a current offense when more than six (6) months have lapsed since the employee was last disciplined for the same offense.

6. Non-P-Pool employees that fail to answer or accept the overtime assignment shall be dropped to the bottom of the next posting of the Non-P-Pool Listing. The top spot then is filled by the next Maintenance Worker or Mechanic on the Non-P-Pool List on the following Monday.

7. The General Overtime Assignment list shall be prepared and posted every Monday showing P-Pool and Non-P-Pool positions.

8. The Snow and Ice Control Call Outs – For snow and ice control call outs, these procedures shall be followed in lieu of Section 6.3 of the Agreement. There shall be eight (8) Street Division employees listed on the P-Pool List. Streets Division P-Pool employees shall be contacted first. There shall be three (3)(unless snow routes are increased to 9, then there shall be four (4)) Parks and Grounds Division employees listed on the P-Pool listing. They should be contacted immediately following the Street Division P-Pool list employees. Remaining P-Pool employees shall then be contacted.

   Non-P-Pool employees from the Streets Division, as listed on the Non-P-Pool list, shall be called in as needed; and if additional employees are needed, the remaining Non-P-Pool employees, as listed on the Non-P-Pool list, shall be called in, after all P-Pool list employees have been contacted.

9. All employees, except those on the P-Pool list, may decline overtime assignment, but if they are contacted a second time for the same overtime assignment, such employee will be required to report to work. Any employee, who is contacted the first time, must remain available for a second call for the next thirty (30) minutes or be subject to the disciplinary actions listed in #5.

   In the event there is a full call-out of available Maintenance Workers, the Supervisor may require the employees to report to work at the 1st call or be subject to the disciplinary actions listed in #5.

10. In the event that the Employer is unable to obtain the required number of employees for the overtime call-out after calling the lists described above, the Employer may permit supervisory personnel to perform the bargaining unit work duties for that overtime period, or the Employer may contact employees of other bargaining units or outside contractors to perform said work, without regard to any overtime lists, at the Employer's sole option.

PRIMARY (P-POOL) ASSIGNMENT LIST

	Summer April 1 – Oct 31	Winter Nov 1 – March 31
Streets	4	8
Parks & Grounds	2	3*
Utilities	3	3
WPCF	2	2
Fleets	1	1
Groundskeeper	2	2
	14	19*

* If the Employer reduces the number of snow routes to eight (8), then the number of employees assigned to the Parks & Grounds P-Pool for November 1 to March 31 shall be reduced to three (3). If the Employer implements nine (9) snow routes,

then the number of employees assigned to the Parks & Grounds P-Pool for November 1 to March 31 shall be four (4). Before the Employer increases the number of employees assigned to the Parks & Grounds P-Pool to four (4), the Employer shall meet with the Union to discuss such action, before any action is taken.

11. Except during emergencies, any P-Pool employee shall be permitted to use previously scheduled vacation time that falls within such P-Pool assignment, but such P-Pool employee shall be required to respond, when paged, to overtime assignments that commence either prior to the beginning of such employee's vacation time for that day (*e.g.*, 7:00 a.m.; 11:00 a.m. for an employee who selects a half day of vacation to commence at 11:00 a.m.), or after the vacation time for that day (*e.g.*, 3:30 p.m.). A P-Pool employee who has not pre-scheduled vacation time may be denied a request to use vacation time that is made on the same date as requested.

    Any Non-P-Pool employee who is on vacation shall be required to advise his/her supervisor, prior to the commencement of such vacation, as to whether such employee is available or not available for any overtime assignments which may arise while such employee is on vacation.

SUBSTITUTION RULES

1. ONLY P-POOL LIST ASSIGNED SPOTS MAY BE SUBSTITUTED.
2. Substitution sequence for P-Pool List with the supervisor's approval is limited to: employees within the same division (Non P-Pool List employees), except that during Winter season, Streets Division employees may also seek to substitute with employees in other divisions, except WPCF and Fleets; and Parks Division employees may also seek to substitute with Streets Division employees. In the event of such approved substitution, the Village shall not be required to compensate with P-Pool pay the employee who accepts such substitution, but any such arrangements shall be between the two employees involved in such substitution.
3. Any employee who substitutes his P-Pool List spot with any other employee for all or part of the week must notify his immediate (on – call) supervisor. A minimum of one (1) hour advance notice must be given. The following means of contact shall be followed:
   - 1st attempt to make personal contact;
   - 2nd attempt to make contact by telephone, and leave a voicemail message, if necessary.
4. The Village of Glendale Heights shall not be responsible for errors or omissions by employees who fail to follow the appropriate P-Pool substitution sequence.
5. If an employee who is assigned a P-Pool List spot becomes unavailable to respond to overtime assignments due to illness or emergency, the employee is responsible for promptly notifying his immediate (on-call) supervisor. The employee shall then remain ineligible for overtime assignments until he has completed his next regularly scheduled eight (8) hour workday. An employee who is assigned a P-Pool List spot and who is absent on sick leave or due to an emergency on a weekend or holiday shall be required to declare whether such employee is available for overtime for the remainder of such P-Pool assignment (and to reconfirm such availability by 3:00 p.m. on Friday, if applicable). If the employee is unavailable, the Employer shall be responsible for obtaining a substitute for the P-Pool assignment.

6. If necessary, the supervisor shall replace any employee (s) on approved sick or emergency leave as needed from the Non-P-Pool List in that same division. The procedure to be followed under such circumstances, at the first opportunity after becoming aware that such substitution is required, is to proceed through the overtime list in that Division to seek volunteer(s), and if there is no volunteer(s), then the employee with the lowest overtime in that Division shall be required to substitute, except that for Streets and Parks Division substitutions, for Snow and Ice callouts only, volunteers shall be sought from both Divisions, before requiring the substitution in the Division in which the replacement is needed. However, in all cases, the Supervisor shall have the discretion, depending on the circumstances, to not force the substitution, and to reduce the number of P-Pool assignments in that Division on that date, and under such circumstances, the employee who called in sick shall have his P-Pool pay prorated. The decision of the Supervisor to force back on any given date shall be appealable to the Department Head, but shall not be subject to the grievance procedure. In the event of such replacement for the P-Pool employee, any compensation for P-Pool pay shall be pro-rated for that week between the P-Pool employee and the replacement employee, at the rate of .70 hour per day.

TEAMSTERS - PUBLIC WORKS/PARKS
PAY PLAN
EFFECTIVE 05/01/15 - 04/30/18

TEAMSTERS - PUBLIC WORKS / PARKS 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
TEAMSTERS - PUBLIC WORKS / PARKS	Min.	Mid.	Max.	Min.	Mid.	Max.	ENTRY	1st YR	2nd YR	3rd YR	4th YR	5th YR	6th YR	7th YR
N- Lead Mechanic	29.53	33.47	37.40	30.12	34.13	38.15	30.12	31.45	32.77	34.13	35.14	36.14	37.14	38.15
N- Lead Maintenance Worker WPCF	26.10	30.03	33.96	26.62	30.63	34.64	26.62	27.94	29.27	30.63	31.63	32.63	33.64	34.64
N- Mechanic	25.40	29.34	33.27	25.91	29.92	33.94	25.91	27.23	28.56	29.92	30.93	31.93	32.93	33.94
N- W & S Maintenance Worker	24.02	28.21	32.39	24.50	28.77	33.04	24.50	25.91	27.32	28.77	29.84	30.90	31.97	33.04
N- Maintenance Worker WPCF & Streets	23.28	27.36	31.45	23.75	27.91	32.08	23.75	25.12	26.50	27.91	28.95	30.00	31.04	32.08
N- P & G Maintenance Worker	23.28	27.36	31.45	23.75	27.91	32.08	23.75	25.12	26.50	27.91	28.95	30.00	31.04	32.08
N- Small Equipment Mechanic	16.31	19.61	22.91	16.64	20.00	23.37	16.64	17.75	18.86	20.00	20.84	21.69	22.53	23.37
N- P & G Groundskeeper	15.80	19.07	22.45	16.20	19.60	23.01	16.20	17.32	18.44	19.60	20.46	21.31	22.16	23.01
N - Crew Leader & WPCF Plant Operator							Current Rate of Pay + $1.50							

TEAMSTERS - PUBLIC WORKS / PARKS 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
TEAMSTERS - PUBLIC WORKS / PARKS	Min.	Mid.	Max.	Min.	Mid.	Max.	ENTRY	1st YR	2nd YR	3rd YR	4th YR	5th YR	6th YR	7th YR
N- Lead Mechanic	30.12	34.13	38.15	30.72	34.82	38.91	30.72	32.07	33.43	34.82	35.84	36.87	37.89	38.91
N- Lead Maintenance Worker WPCF	26.62	30.63	34.64	27.15	31.24	35.33	27.15	28.50	29.85	31.24	32.27	33.29	34.31	35.33
N- Mechanic	25.91	29.92	33.94	26.43	30.52	34.62	26.43	27.78	29.13	30.52	31.55	32.57	33.59	34.62
N- W & S Maintenance Worker	24.50	28.77	33.04	24.99	29.35	33.70	24.99	26.43	27.86	29.35	30.43	31.52	32.61	33.70
N- Maintenance Worker WPCF & Streets	23.75	27.91	32.08	24.23	28.47	32.72	24.23	25.63	27.03	28.47	29.54	30.60	31.66	32.72
N- P & G Maintenance Worker	23.75	27.91	32.08	24.23	28.47	32.72	24.23	25.63	27.03	28.47	29.54	30.60	31.66	32.72
N- Small Equipment Mechanic	16.64	20.00	23.37	16.97	20.41	23.84	16.97	18.11	19.24	20.41	21.26	22.12	22.98	23.84
N- P & G Groundskeeper	16.20	19.51	23.01	16.61	20.10	23.59	16.61	17.76	18.91	20.10	20.97	21.84	22.71	23.59
N - Crew Leader & WPCF Plant Operator							Current Rate of Pay + $1.50							

TEAMSTERS - PUBLIC WORKS / PARKS 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
TEAMSTERS - PUBLIC WORKS / PARKS	Min.	Mid.	Max.	Min.	Mid.	Max.	ENTRY	1st YR	2nd YR	3rd YR	4th YR	5th YR	6th YR	7th YR
N- Lead Mechanic	30.72	34.82	38.91	31.33	35.51	39.69	31.33	32.71	34.09	35.51	36.56	37.60	38.64	39.69
N- Lead Maintenance Worker WPCF	27.15	31.24	35.33	27.69	31.86	36.04	27.69	29.07	30.45	31.86	32.91	33.95	34.99	36.04
N- Mechanic	26.43	30.52	34.62	26.96	31.14	35.31	26.96	28.34	29.72	31.14	32.18	33.22	34.27	35.31
N- W & S Maintenance Worker	24.99	29.35	33.70	25.49	29.93	34.37	25.49	26.96	28.42	29.93	31.04	32.15	33.26	34.37
N- Maintenance Worker WPCF & Streets	24.23	28.47	32.72	24.71	29.04	33.37	24.71	26.14	27.57	29.04	30.13	31.21	32.29	33.37
N- P & G Maintenance Worker	24.23	28.47	32.72	24.71	29.04	33.37	24.71	26.14	27.57	29.04	30.13	31.21	32.29	33.37
N- Small Equipment Mechanic	16.97	20.41	23.84	17.31	20.81	24.32	17.31	18.47	19.62	20.81	21.69	22.56	23.44	24.32
N- P & G Groundskeeper	16.61	19.90	23.59	17.03	20.60	24.18	17.03	18.21	19.39	20.60	21.50	22.39	23.29	24.18
N - Crew Leader & WPCF Plant Operator							Current Rate of Pay + $1.50							

05/01/15: 2.0% INCREASE PER CONTRACT/GROUNDSKEEPERS 2.5%
05/01/16: 2.0% INCREASE PER CONTRACT/GROUNDSKEEPERS 2.5%
05/01/17: 2.0% INCREASE PER CONTRACT/GROUNDSKEEPERS 2.5%

SIDE LETTER AGREEMENT BETWEEN THE VILLAGE OF GLENDALE HEIGHTS AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 700 (PUBLIC WORKS) REGARDING ESTABLISHMENT OF A RETIREMENT HEALTH SAVINGS PLAN

WHEREAS, the VILLAGE OF GLENDALE HEIGHTS ("Village") and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 700 (PUBLIC WORKS) ("Union"), have entered into a collective bargaining agreement expiring on April 30, 2018, covering Public Works employees (the "Agreement"); and

WHEREAS, sick leave benefits within the control of the Village are and will be maintained during the term of the Agreement as set forth in the Personnel Policies of the Village of Glendale Heights adopted November 3, 1994, as amended, as currently set forth, unless otherwise expressly stated in the Agreement and this Side Letter; and

WHEREAS, notwithstanding the provisions of Section 9.1 of the Agreement, employees are entitled to compensation from the Village for unused sick leave pursuant to Section 9.4 of the Agreement; and

WHEREAS, the Village and the Union are desirous of amending Sections 9.4 of the Agreement regarding the compensation for unused, accrued sick leave at the time an employee separates from the Village in good standing, in order for the Village to establish a Retirement Health Savings ("RHS") plan pursuant to the terms herein.

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

1. Upon execution of this Side Letter by the parties, Section 9.4 of the Agreement is hereby deleted in its entirety and replaced by Sections 9.4A and 9.4B as follows:

> 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, and in lieu of Section 8.3.8 of the Village's Personnel Policy Manual, 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.

2. 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 29 day of January, 2016.

VILLAGE OF GLENDALE HEIGHTS

By: _____
Raquel Becerra, Village Administrator

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 700 (PUBLIC WORKS)

By: _____