

AGREEMENT

Between

**VILLAGE OF GLENDALE HEIGHTS
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES (AFSCME),
COUNCIL 31, AFL-CIO**

**On Behalf of
AFSCME LOCAL 3768**

EXPIRING

APRIL 30, 2025

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APPENDIX “A” OFFICIAL DEDUCTION AUTHORIZATION CARD

EXHIBITS “A”, “B” AND “C” WAGE SCHEDULES

PREAMBLE

This Agreement, entered into by the Village of Glendale Heights, hereinafter referred to as the Employer, and American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, on behalf of Local 3768, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 **RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for all full-time and part-time employees of the Village of Glendale Heights in the classifications of Building Inspector, Pre-School Assistant, Pre-School Teacher, Pre-School Director, Telecommunicator, Community Service Officer, Office Technician, Code Enforcement Officer, Lead Code Enforcement Officer, Administrative Secretary, Plumbing Inspector, Bus Driver, Recreation Supervisor, Lead Recreation Supervisor, Assistant Planning & Zoning Administrator, Utility Billing Supervisor, Evidence Officer, Information Systems Associate, Telecommunicator Supervisor, Accounting Technician, Part-Time Customer Service Associate, Program and Facilities Coordinator, Police Records Tech I, Police Records Tech II, Police Services Specialist, Public Relations Associate and Senior Center Salon Coordinator; excluding Administrative Secretary for Chief of Police, Administrative Secretary for Deputy Chief of Police, Administrative Secretary for Administration Department, Senior Administrative Secretary for the Administration Department, Office Technician for the Administration Department, Human Resource Associate, Human Resource Officer, Human Resource Office Technician, Executive Secretary, Purchasing Agent, Engineer Technician, Accountant, Administrative Assistant, Information Systems Administrator, Public Relations Coordinator, Office Supervisor, Senior Center Manager and temporary employees; all other supervisory, managerial and confidential employees as defined by the IPLRA; all other persons excluded from coverage under the IPLRA, and all other employees of the Village. Such recognition is pursuant to S-RC-92-3.

For purposes of this Agreement, a "part-time employee" shall be any person employed as a Pre-School Teacher, Pre-School Assistant or a Bus Driver. In addition, any Office Technician or other employee in the above-listed classifications who works less than forty (40) hours per week or on a non-continuous basis shall be considered a part-time employee, except the Pre-School Director, who shall be considered a full-time employee.

ARTICLE 2 **MANAGEMENT RIGHTS**

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; the sole right to determine that an employee is qualified for a vacant position, or more qualified than another applicant; 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 make, alter, amend and enforce personnel policies; to determine the departments, divisions and sections and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per work week, if any; to establish and change work schedules and assignments, the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work and to maintain efficiency in the departments of the Village of Glendale Heights, is vested exclusively in the Employer, except as modified by this Agreement. 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 3

CHECKOFF AND UNION SECURITY

Section 3.1. Checkoff. Upon receipt of written notice of authorization from the Union and a copy of a checkoff authorization in the form set forth in Section 2 of this Article, dated and executed by an employee, the Employer shall deduct, from the wages owed such employee for the first two (2) payroll periods in each calendar month following receipt of such checkoff authorization, until such checkoff authorization is revoked by the employee in accordance with the terms thereof, one-half (1/2) of the Union's membership dues for the month in which such deduction is made. The Employer will forward the monies so deducted to the Union at the address designated in writing to the Employer from time to time by the Union after the second payroll period of the calendar month in which such deduction is made, along with a list of all employees from whom dues deductions were made. The Employer shall deduct from an employee's wages only that amount of money which a representative authorized by the Union has certified to the Employer, in writing, is the amount of dues, properly established by the Union in accordance with applicable law and the Union's constitution and bylaws, required of all employees as a condition of acquiring or retaining membership in the Union. If, for any payroll period in which the Employer is obligated to make deductions pursuant to this Section 1, the wages owed an employee (after deductions mandated by any governmental body) are less than the amount of money which the employee has authorized the Employer to deduct pursuant to this Section 1, the Employer shall make no deductions from wages owed the employee for that payroll period and shall make no deductions, which would have been made from wages owed the employee for that payroll period, from wages owed the employee for any future payroll period. The Union shall provide advance notice to the Employer in writing at least thirty (30) days prior to any increase in the amount of required dues deduction, and no increase in the dues deduction shall be made by the Employer prior to thirty (30) days after the Employer has received such written notification.

Additionally, the Employer agrees to deduct AFSCME P.E.O.P.L.E. contributions from the pay of those employees who individually request such deduction and shall remit such deduction to AFSCME in the same manner as dues.

Section 3.2. Checkoff Authorization Form. The Employer shall not deduct any monies from an employee's wages pursuant to Section 1 of this Article, unless the checkoff authorization executed by the employee is on an official deduction authorization card provided by the Union, a copy of which is attached hereto as Appendix "A." The Employer shall make available Union deduction cards to employees. Such cards shall be supplied by the Union.

There is no impediment to an employee's right to resign Union membership at any time. Employee requests to revoke or cancel authorizations for payroll deductions for Union membership fees shall be directed to the Union. Deductions for Union membership fees shall remain in effect until (1) the Employer receives notice from the Union that an employee has revoked their authorization in writing in accordance with the terms of the authorization, or (2) the employee is no longer employed by the Employer in a bargaining unit position represented by the Union.

Section 3.3. Indemnification of Employer. The Union shall defend, indemnify, and save the Employer harmless against any and all claims, demands, suits, grievances, or other liability (including attorneys' fees incurred by the Employer) that arise out of or by reason of actions taken by the Employer pursuant to this Article 3.

Section 3.4. List of Employees. The Employer shall forward to the Union a list of employees from whom union dues have been deducted, along with such employees' social security numbers, each time that the Employer forwards union dues to the Union. The Employer shall provide the Union, once a month and upon request, a complete list of the names and addresses of the employees in the bargaining unit, provided that such list shall not be furnished more than once per payroll period. At the time the Employer provides such list, it shall also provide the Union, in an Excel file or other mutually agreed upon editable digital file format, the employee's job title, worksite location, work telephone numbers, identification number if available, and any home and personal cellular telephone numbers on file with the Employer, date of hire, work email address, and any personal email address on file with the Employer. In addition, within ten (10) calendar days from the date of hire of a bargaining unit employee, the Employer shall provide to the Union, in an Excel file or other mutually agreed upon editable digital file format, the following information about the new employee: the employee's name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Employer, date of hire, work email address, and any personal e-mail address on file with the Employer.

ARTICLE 4

NON-DISCRIMINATION

Section 4.1. Prohibition Against Discrimination. Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, sexual orientation, transgender status or other non-merit factors.

Section 4.2. Union Activity. The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by Illinois Public Labor Relations Act or by this Agreement, or on account of membership or non-membership, in, or lawful activities on behalf of the Union.

Section 4.3. Equal Employment/Affirmative Action. The parties recognize the Employer's obligation to comply with federal and state equal employment and affirmative action laws.

ARTICLE 5

PROBATIONARY EMPLOYEES

An employee is a "probationary employee" for his/her first twelve (12) months of employment. Probationary employees shall be reviewed by his/her supervisor in writing a minimum of three (3) months, six (6) months and nine (9) months after the start of the probationary period and then again two (2) weeks prior to the end of the probationary period. Thereafter, an employee shall be reviewed on an annual basis on his/her anniversary date. The employee shall be given a copy of his/her evaluation when it is completed. A new employee on probation may be discharged for cause or for a shortcoming in his/her job performance at any time during the probationary period, regardless of whether a review has been conducted as provided herein, and the discharge of a new employee on probation shall not be subject to the grievance procedure set forth in Article 20 of this Agreement. However, such new employee on probation shall be entitled to the pre-disciplinary meeting provided by Section 3a) of Article 21 of this Agreement, prior to being discharged. Notwithstanding Sections 6.2 and 9.3.2 of the Village's Personnel Policies, an employee (except Community Service Officers, Telecommunicators, and the Telecommunicator Coordinator) who is transferred or promoted shall be required to serve a six (6) month probationary period and be reviewed at least two (2) months and four (4) months after the start of his/her probationary period and then again two (2) weeks prior to the end of the probationary period. Telecommunicators, the Telecommunicator Coordinator and Community Service Officers who are transferred or promoted shall serve the twelve (12) month probation.

A probationary employee shall have no seniority, except for purposes of scheduling overtime assignments, as provided in Section 5 of Article 6 of this Agreement, or except as otherwise provided in this Agreement, until he/she has completed his/her probationary period. Upon the completion of his/her probationary period, he/she will acquire seniority from his/her date of hire. In the event a probationary employee has not successfully completed his/her probation, then, at the Employer's sole discretion, such employee may be terminated, or such probationary period may be extended an additional period not to exceed ninety (90) days.

Any temporary employee who becomes a permanent full-time employee in the same position in the same department without any break in service will have that continuous temporary employment period counted towards completion of their probationary period, but such credit shall not exceed two (2) months towards the probationary period. An employee who has a continuous period of temporary employment counted towards completion of their probationary period will

acquire seniority from the date he/she began the continuous period of employment with the Village, in the event that such probationary period is completed satisfactorily.

ARTICLE 6

HOURS OF WORK AND OVERTIME

Section 6.1. Normal Work Day and Work Week. This Section is intended to provide a basis for calculating overtime and is not to be construed as a guarantee or a limitation on the number of hours of work per day or per week scheduled or required by the Employer. Should the Employer reduce an employee's position from full-time to part-time, the Employer and the Union shall, at the request of the Union pursuant to the Labor-Management Conferences provisions of this Agreement, meet and confer as to what other employment positions in the bargaining unit are available. Any covered employee whose position is reduced from full-time to part-time, who declines to accept such reduction, shall be laid-off.

The normal work day shall consist of eight and one-half (8-1/2) consecutive hours, except for community service officers and full-time Police Records Techs I and II, it shall consist of eight (8) consecutive hours; and for part-time employees there shall be no normal workday. The work week shall commence at 12:00 a.m. Sunday and ends at 11:59:59 p.m. the following Saturday.

Section 6.2. Meal Periods. Full-time employees shall be entitled to a one (1) hour lunch period each day, a one-half (1/2) hour of which is paid and a one-half (1/2) hour of which is unpaid, except community service officers (CSO's) and full-time Police Records Techs I and II shall receive a one-half (1/2) hour lunch period which shall be compensable. Pre-school teachers and pre-school assistants shall be entitled to a one-half (1/2) hour paid lunch period each day. CSO's shall be entitled to two (2) fifteen (15) minute paid break periods, if operations so permit. No other breaks or rest periods shall be required to be provided. However, full-time employees who are entitled to a one (1) hour lunch period each day shall have the option of converting such one (1) hour lunch period into a one-half (1/2) hour lunch period and two (2) fifteen (15) minute breaks. Such breaks shall be coordinated with the employee's supervisor.

The parties agree that the Evidence Officer position has great flexibility in scheduling her/his meal periods due to the nature of the workload. There will be times that this employee will work through meal periods and will be permitted to reschedule the meal period, but if the meal period cannot be rescheduled, the employee may leave work earlier than the normal work schedule, if the employee obtains the permission of his/her supervisor reasonably in advance of the request, which permission shall not be unreasonably denied.

For part-time employees, other than pre-school teachers and pre-school assistants, the granting of rest periods and the determination of their time and length shall be discretionary with the Department Head at a schedule consistent with departmental operations.

Section 6.3. Attendance Requirements. Employees shall be at their designated work places, ready for work at their scheduled starting times, and shall remain at their work places until their

scheduled quitting times, except for designated or authorized relief periods including meal periods during shift hours.

Section 6.4. Work Schedules. The Employer reserves the right to schedule the work periods of the employees covered by this Agreement. Different working hours and days may be scheduled for individual employees or groups of employees. The parties hereto acknowledge that the members of the collective bargaining unit shall be required to work various shifts that have varying starting and ending times. Whenever there is a change in weekly schedules, seven (7) days advance notice shall be given to the employees and the Union, if practicable. The Union shall be given an opportunity to discuss said changes with the Employer within said seven (7) day period. The Employer shall notify pre-school teachers and pre-school assistants of a change in their weekly schedule as soon as practicable, following the final determination of the number of and the schedule for pre-school classes each semester.

Pre-school teachers and pre-school assistants are part-time employees, and their work schedules are dependent upon the number of pre-school classes that may be offered by the Employer, which varies from year to year, and from semester to semester. Notwithstanding its right to assign employees reserved to the Employer by Article 2, Management Rights, of this Agreement, the Employer shall permit the pre-school teachers and pre-school assistants to create work schedules for pre-school teachers and pre-school assistants, if the following conditions are met: (1) the Parks, Recreation and Facilities Director ("PRF Director") will notify the Union members in writing of the number of anticipated pre-school classes for part-time employees, no later than fourteen (14) days before the first day of classes; (2) each pre-school teacher and pre-school assistant who is then currently employed by the Village shall be assigned to at least one class as a pre-school teacher or pre-school assistant; and (3) the Union President or representative shall tender the tentative work schedule to the PRF Director at least eight (8) days before the start of the semester. If the PRF Director does not receive the tentative work schedule from the Union at least eight (8) days before the start of the semester, then the PRF Director shall create the work schedule. In the event that a pre-school teacher or pre-school assistant is not assigned to any pre-school class, or other employment with the Village, such employee shall be considered to be on layoff, subject to recall pursuant to Section 3, Procedure for Recall, of Article 18 of this Agreement, and shall not be entitled to severance pay. Employees may not work as both a pre-school teacher and pre-school assistant during the same pre-school semester, unless approved by the PRF Director.

Section 6.5. Overtime. Employees working in excess of forty (40) hours in any work week shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate for all such hours worked. Time off for any holidays, floating holidays, vacation days, personal days, sick days or compensatory time off shall be considered as time worked for purposes of computing overtime pay only. The Employer may, in its discretion, schedule additional hours of work for part-time employees, not to exceed forty (40) hours in a work week, before assigning overtime work to full-time employees. For Police Records Clerks, whenever overtime work (*i.e.*, hours of work in excess of forty (40) hours in a work week) is required, the overtime hours shall first be offered to full-time employees, by order of seniority, then to part-time employees, by order of seniority. If no employee volunteers for overtime work, the Employer shall hire back the full-time Police Records Clerks in the order of reverse seniority. Employees shall work reasonable amounts of overtime when

requested by the Employer. The Employer shall request employees to work overtime when overtime is necessary. Overtime shall be distributed as equally as possible among the employees who normally perform the work in the position classification in which the overtime is needed. Overtime shall be distributed on a rotating basis among such employees in accordance with seniority, the most senior employee having the least number of overtime hours being given the first overtime opportunity. Notwithstanding the previous two sentences, in keeping with past practices, overtime assignments for Police Service Specialists shall be primarily assigned to the Division in which the overtime work has arisen or to the employee whose assignment approximates the overtime work. If an employee is contacted by the Employer to perform overtime work, the employee shall respond unless excused by the Employer, and any employee who fails to respond to perform such overtime assignment shall be subject to discipline.

Notwithstanding the above, Recreation Supervisors and Lead Recreation Supervisors shall be salaried employees, compensated at the weekly salaries set forth in Exhibits A, B and C of this Agreement, and shall be exempt from the overtime provisions of Section 207 of the FLSA, by virtue of Section 213(a)(1) of the FLSA.

For employees in the positions of telecommunicator, community service officer or full-time office technicians in the Police Department, the following overtime procedure shall be utilized. The Union acknowledges that the Village may schedule temporary employees, pursuant to Article 19, Section 4 of the Agreement, before overtime selections are to be made by bargaining unit employees. A list shall be compiled, with the most senior employee listed first and the remaining employees listed thereafter, in order of descending seniority. Whenever an overtime opportunity arises, it shall be offered to employees in the order that they appear on the overtime list. All hours that an employee works on overtime status shall be recorded on the overtime list. At the end of each payroll period, the list shall be revised, with the employee that has worked the least amount of overtime for the year-to-date being placed at the top of the list. Employees shall not be penalized for refusing overtime. Any ties shall be broken on the basis of seniority, with the most senior employee being listed first.

Telecommunicators who act as Training Officers shall be compensated at a rate of 1.25 hours of straight time for each day they serve in that capacity. Those hours shall not be counted as overtime hours against the employee for purposes of determining the overtime listing. The compensation is to cover work that is done outside of normal work hours in conjunction with the training program (*i.e.* completion of daily, weekly and monthly observation reports, etc.) regardless of the amount of time that a Training Officer devotes to those duties on any particular day.

The Union acknowledges that the Village may schedule temporary employees for overtime once overtime (as created by vacation, sick calls, personal days, comp. time or training days) has been offered, selected, and/or refused by all full-time employees.

In the event that the Employer is unable to obtain the required number of employees for overtime after utilizing the procedure described hereinabove, the Employer may permit supervisory personnel or employees outside the bargaining unit to perform the bargaining unit work duties during that overtime period, or the Employer may contact other bargaining unit members to perform said

work, without regard to any overtime lists, at the Employer's sole option.

The Union, on a quarterly basis, shall be given a list of covered employees who worked overtime and the number of overtime hours each covered employee worked. If an employee demonstrates that the overtime assignment procedure has not been followed, the employee's remedy shall be limited to being given first preference to overtime in the future until the imbalance is corrected.

Section 6.6. Call-Back Pay. 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 (as differentiated from merely holding over) or on his scheduled day off, he shall be paid a minimum of two (2) hours at the applicable rate, or the applicable rate commencing when the employee signs in and ending when the employee signs out, whichever is greater.

Section 6.7. Compensatory Time. Compensatory time off may be granted as a substitute for overtime pay at a rate equivalent to one and one-half (1-1/2) hours for each hour worked in excess of forty (40) hours during the work week designated by the Agreement. Employees may be provided compensatory time only when approved in advance by the Department Head. If such approval is not received, the employee shall be paid the applicable rate. Compensatory time may be accrued by employees in the bargaining unit, but such accrued compensatory time may not exceed two hundred forty (240) hours. Employees shall be required to use their compensatory time in the same fiscal year (May 1 - April 30) that such time was earned, or be compensated for such time at the end of such fiscal year, provided that an employee may carry over to the next fiscal year no more than forty (40) hours of compensatory time, if a request to carry over compensatory time has been provided in writing to that employee's Department Head prior to the last payroll in April. 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, and such use of compensatory time shall require the prior approval by the employee's supervisor.

ARTICLE 7 **HOLIDAYS**

Section 7.1. Amounts. All full-time employees, except full-time community service officers (CSOs), shall have time off with full salary payment on the following holidays:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.

All part-time employees with one (1) or more years of continuous service with the Village shall have time off with full salary payment on the following holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

A holiday falling on a Saturday shall be observed on the previous Friday. A holiday falling on a Sunday shall be observed on the following Monday. This applies to all positions in the bargaining unit, except Community Service Officers, who will observe the holiday on the actual holiday.

Section 7.2. Holiday Pay.

A. (For all employees except full-time Community Service Officers)

When a holiday falls on an employee's scheduled day to work and the employee works on the holiday, the employee shall be paid double time for all hours worked. Employees who are called in to work on a holiday shall be paid at a rate of double time for all hours worked that day. These payments shall be in addition to any payments provided for in Section 1 hereof. The provisions of this Section 2 shall apply only on the date on which the holiday is to be observed as provided by Section 1 hereof, except that whenever the Chief Code Enforcement Officer, Code Enforcement Officer I and II are called out to work on the day of the actual holiday, those employees shall receive premium pay, as provided in this Section 2, only on the day of the actual holiday, and not on the date that the holiday is observed.

B. (For full-time Community Service Officers)

On the first day of each calendar year, full-time CSO's shall be credited with eight (8) hours of Holiday Time for each of the holidays specified in Section 1 of Article 7 of this Agreement (80 hours annually). Holiday Time shall be placed in a separate Holiday Time bank. Requests to use Holiday Time for time off may be made only for one or more of the holidays specified in Section 1 hereinabove (the day of the actual holiday, not the date on which the holiday may otherwise be observed) that such employee was scheduled to work. Requests to use Holiday Time on a holiday may be submitted in conjunction with the annual vacation picks, provided that such holiday is contiguous to a vacation selection. Otherwise, all requests to use Holiday Time on a holiday must be submitted in writing no more than thirty (30) days and at least seven (7) days prior to the date requested, and such requests to use Holiday Time shall be subject to manpower limitations. Except for Holiday Time granted in conjunction with the annual vacation picks, all requests to use Holiday Time shall be determined on a first come basis, with seniority being the deciding factor, if the Village must choose between multiple requests submitted for use on the same date for the identical time off. In addition, requests to use Holiday Time on Christmas or Christmas Eve must be submitted prior to December 1st of each year. Any use of Holiday Time shall be deducted from the Holiday Time bank (*e.g.*, 80 hours), based on hour for hour of the Holiday Time utilized by such CSO. Holiday Time may not be carried over past December 31st of any given year, and any remaining Holiday Time that was not used for time off on a holiday specified in Section 1 hereinabove shall be paid to the employee by separate check, on the second payroll of January, at the employee's regular rate of pay.

Notwithstanding the above, CSO's may elect to be paid for Holiday Time for any of the holidays listed in Section 1 hereinabove on which the CSO worked, such payment to be equal to the number of regularly scheduled hours actually worked by the CSO on such holiday. Any CSO

electing to receive pay for Holiday Time for a holiday on which the CSO worked shall be required to provide notice of such election to the CSO's supervisor, at least 72 hours in advance of such holiday.

CSO's who separate from the Department or bargaining unit prior the end of the calendar year shall be paid for unused Holiday Time on a prorated basis, based upon the number of holidays which have occurred prior to the date of separation.

CSO's who work on any holiday specified in Section 1 hereinabove, whether regularly scheduled or called in to work, shall be paid a rate of double time for all hours worked on such holiday. ("Hours worked on a holiday" shall be defined as hours worked, if the shift or overtime assignment began on such holiday.)

Section 7.3. Advance Notice. Employees scheduled to work a holiday shall be given twenty-four (24) hours notice, if practicable.

Section 7.4. Holiday During Vacation. When a holiday falls on an employee's regularly scheduled work day during the employee's vacation period, the employee will be charged with that holiday and retain the vacation day. For Community Service Officers, the provisions of Section 2B hereinabove shall apply, with regard to holidays falling within the Community Service Officer's vacation period.

Section 7.5. Eligibility. To be eligible for holiday pay, the employee shall work the employee's last scheduled work day before the holiday and first scheduled work day after the holiday, unless on pre-authorized absence such as Vacation Leave, Floating Holiday, Funeral Leave, or Personal Leave. An employee shall not be eligible for holiday pay if they call in sick on the workday before or after a holiday, unless supported by an original Doctor's note supporting the employee's need for sick leave.

Section 7.6. Recreation Supervisors and Lead Recreation Supervisors. In lieu of holiday pay pursuant to Section 2 of this Article, Recreation Supervisors and Lead Recreation Supervisors shall be eligible to receive additional compensation for working on any holiday that is listed in Section 1 of this Article. Such additional compensation shall be an hourly rate for each hour worked on such holiday, calculated by dividing the employee's weekly salary by forty (40), then multiplying such amount by two (2). Such additional compensation shall be in addition to the employee's weekly salary.

ARTICLE 8

PERSONAL LEAVE

Section 8.1. Accrued. A full-time employee who is on the first payroll of the year is entitled to receive 4 days (32 hours) per year for personal leave (which includes 16 hours formerly provided as floating holidays) that must be used during that calendar year. A full-time employee hired between the second payroll and June 30 of that year will receive 2 days (16 hours). A full-time employee hired after June 30 will not receive personal leave for that year. Employees cannot use personal leave or receive compensation for such, if separated, during their probationary period.

Part-time employees shall be entitled to receive a pro-rated portion of 2 days (16 hours) personal leave, such proration to be based upon the part-time employee's regularly scheduled hours of work in comparison to forty hours per week (*e.g.*, 20 hours per week equals 8 hours of personal leave). The same reduction in personal leave based upon an employee's hire date that is applied to full-time employees, as set forth hereinabove, shall apply to part-time employees (*i.e.*, part-timers on the first payroll of the year equals no more than 8 hours of personal time; part-timers hired between the second payroll and June 30 equals no more than 4 hours personal leave; part-timers hired after June 30 shall not be entitled to personal leave for that year). Employees cannot use personal leave or receive compensation for such, if separated, during their probationary period.

Section 8.2. Use. The Employee shall be required to obtain the Employer's prior approval in order to use the requested personal day. Personal days must be used in fifteen (15) minute increments, but an employee must utilize a minimum of one (1) hour of personal leave, if used at the beginning of the Employee's shift.

ARTICLE 9 **VACATION**

Section 9.1. Accrual. Vacation time will be credited at the beginning of each calendar year. All employees in the bargaining unit shall earn vacation time on the basis of their years of service as an employee of the Village of Glendale Heights. Vacation time must be used in that calendar year, except forty (40) hours of which may be carried over and used in the first quarter of the following calendar year, with permission from the employee's Department Head. Full-time employees shall earn vacation time in accordance with the following schedule:

- (a) After the first year of service has been completed through the completion of four (4) years of service, the employee earns eighty (80) hours of vacation.
- (b) After the fourth year of service has been completed through the completion of nine (9) years of service, the employee earns one hundred twenty (120) hours of vacation.
- (c) After the ninth year of service has been completed through the completion of fourteen (14) years of service, the employee earns one hundred sixty (160) hours of vacation.
- (d) After the fourteenth year of service has been completed through the completion of nineteen (19) years of service, the employee earns two hundred (200) hours of vacation.
- (e) After the nineteenth year of service has been completed the employee earns two hundred forty (240) hours of vacation per year.

Section 9.2. Use. Vacation time may be taken in increments of not less than one-half (2) day at a time, and must be approved by the employee's Department Head prior to use by the employee.

Section 9.3. Part-Time Employees. Regular part-time employees shall earn twenty (20) hours of vacation time upon completion of each 1,000 hours worked. No partial accumulation or use of vacation time shall be permitted. If a part-time employee who has worked at least two (2) years for the Village is reclassified to a full-time position on or after June 15, 2022, the employee shall be given service credit at the rate of one-half (1/2) year of service for each of their years of service as a part-time employee of the Village in which the employee worked at least nine hundred (900) hours, not to exceed five (5) full years of additional service credit. Pre-School teachers and pre-school assistants who have completed five (5) continuous years of employment with the Village shall earn vacation at the rate of forty (40) hours off for every one thousand (1,000) hours worked. All other regular part-time employees who have completed eight (8) continuous years of employment with the Village shall earn vacation at the rate of forty (40) hours off for every 1,000 hours worked. Vacation hours may be accumulated up to a maximum of forty (40) hours and must be used within twelve (12) months from the date the hours were earned, unless written approval has been received from the Department Head and Village Administrator or his/her designee to carry over a maximum of forty (40) hours to be used in the following three (3) months. It shall be the responsibility of the part-time employees to keep track of their earned vacation hours and the time periods when such vacation hours must be used. An employee will not be paid for unused vacation hours not used in accordance with the aforementioned procedures.

Section 9.4. Vacation Scheduling. Subject to Section 5 and the Employer's operating needs, vacations shall be scheduled as requested by the employee. Vacation schedules may be approved after taking into account seasonal operations, work assignments, or the number of personnel in a particular classification. Employees in the police department shall not be allowed to take vacation during Glendale Heights Fest. Employees in the police department may opt to be paid for any vacation time which has been previously scheduled, but canceled at the Employer's request, if the vacation time cannot be rescheduled.

Section 9.5. Vacation Schedules by Seniority.

By December 1st of each calendar year, employees may submit in writing to the Employer their preference for vacation, provided an employee may not submit more than three (3) preferences. In establishing vacation schedules, the Employer shall consider both the employee's preference and the operating needs of the Village. Where the Employer is unable to grant and schedule vacation preferences for all employees but is able to grant some employees such vacation preferences, employees shall be granted such preferred vacation period on the basis of seniority. An employee who has been granted his/her first preference shall not be granted another preference request if such would require denial of the first preference of a less senior employee. An employee's preference shall be defined as a specific block of time uninterrupted by work days, not to exceed two (2) weeks.

Employees who file their preference by December 1st shall be notified of the vacation schedules by December 31st of that same year. Requests will be approved after taking into account seniority within a classification. Thereafter, vacation shall be granted on a first come, first served basis. Vacations may not be cancelled by an employee without at least two (2) weeks written notice to the Department Head.

Section 9.6. Payment in Lieu of Vacation. Upon termination of employment, employees shall be paid for their accrued unused vacation. In the event of the death of an employee, the employee's estate shall receive payment for the employee's accrued unused vacation.

ARTICLE 10 **SICK LEAVE**

Section 10.1. Accrual and Use. Full-time employees shall be credited sick leave benefits at the following rates. Part-time employees shall not be entitled to sick leave benefits.

Full-time employees with less than two (2) years of service shall be credited with forty-eight (48) hours of sick leave on January 1st of each applicable year following the employee's hire date, except that during the first year of employment, an employee hired between January 1st and June 30th shall be credited with forty-eight (48) hours sick leave on the employee's hire date, and an employee hired after June 30th shall not receive sick leave until January 1st of the following year. 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 sixty-four (64) hours of sick leave per year, which shall be credited to the employee on January 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 eighty (80) hours of sick leave per year, which shall be credited to employees on January 1 of the applicable year.

Sick leave may be used for illness, disability, or injury of the employee, appointments with a doctor, dentist or other professional medical practitioner, and in the event of illness, disability, or injury of a member of an employee's immediate family or household. For purposes of definition, the "immediate family or household" shall be husband, wife, mother, father, brother, sister, children, grandchildren, grandparent, mother or father-in-law, (including natural, step, adopted or foster), or any relative or person living in the employee's household for whom the employee has custodial responsibility. The Employer will not discipline an employee for legitimate use of sick days. The Employer may request evidence of illness for any use of sick time for which the Employer reasonably suspects the employee is abusing its use. If an employee is required to furnish evidence of such illness, no paid sick leave shall be provided until such evidence is furnished. Abuse of sick time is the utilization of sick days for reasons other than those stated in the collective bargaining agreement. The provisions of the Village's Personnel Policy Manual, as modified, relating to sick leave shall be applicable to bargaining unit members, except when in conflict with any of the express provisions of this Agreement, then the terms of this Agreement shall govern. Community Service Officers, Telecommunicators and the Telecommunicator Coordinator shall be required to notify the Employer at least sixty (60) minutes prior to their scheduled starting time, in order to be eligible to utilize the sick leave benefits provided by this Section.

Section 10.2. Unused Sick Leave. If an employee has unused accrued sick time when separated in good standing by the Village, the following guide for the unused accrued sick time will be used:

- (a) A full-time employee who was hired before May 1, 2018 and who has twenty (20) years or more of service is entitled to a cash payment for unused accrued sick time, not to exceed 1,000 hours, at 50% of the employee's hourly rate of pay per accrued day of sick leave. Notwithstanding the above, any full-time employee who has thirty (30) years or more of service and who retires on or before April 30, 2019, is entitled to a cash payment for unused accrued sick time not to exceed 1,000 hours at 50% of the employee's hourly rate of pay per accrued day of sick leave, and any additional sick leave accrued above 1,000 hours, not to exceed 500 hours, at 25% of the employee's hourly rate of pay per accrued day of sick leave.
- (b) A full-time employee who was hired before May 1, 2018 and who has ten (10) years or more of service, but less than twenty (20) years of service, is entitled to a cash payment for unused accrued sick time at the rate of one-half (1/2) day per accrued day of sick leave, not to exceed sixty (60) full days of pay. A full-time employee who was hired on or after May 1, 2018, who has ten (10) or more years of service, is entitled to a cash payment for unused accrued sick time at the rate of one-half (1/2) day per accrued day of sick leave, not to exceed sixty (60) full days of pay.
- (c) A full-time employee who has at least five (5) years, but less than ten (10) years of service is entitled to a cash payment of unused accrued sick time at the rate of one-half (1/2) day per accrued day of sick leave, not to exceed thirty (30) full days of pay. No other payment shall be paid for unused sick days. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.
- (d) All payouts of accumulated sick leave at the time of separation of employment shall be deposited into a Retirement Health Savings Plan ("RHS Plan"), when such RHS Plan is established by the Employer.

Section 10.3. Short Term Disability.

- (a) The Village shall pay short term disability benefits to any full-time employee for any non-job related injury, subject to the eligibility period as set forth in Paragraph (b). Prior to becoming eligible for such disability benefits, the employee shall be required to exhaust accrued sick leave.
- (b) The following eligibility periods shall apply to any employee who has applied for short term disability benefits:

1. Any full-time Village employee who has been employed by the Village for less than two (2) years is not eligible for any short term disability benefits.
 2. Any full-time Village employee who has been employed by the Village for at least two (2) years but less than seven (7) years is not eligible for short term disability benefits for the first twenty-one (21) days of his disability.
 3. Any full-time Village employee who has been employed by the Village for seven (7) or more years is not eligible for short term disability benefits for the first fourteen (14) days of his disability.
- (c) The short term disability benefits provided under this Section shall equal that employee's full salary pro-rated on a daily basis. The Village shall pay short term disability benefits after the appropriate eligibility period, but no employee shall be entitled to any short term disability benefits provided by this Section after the 30th day of disability. Benefits provided by IMRF should commence on the 31st day of disability.
- (d)
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.

Section 10.4. Attendance Incentive. 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 buyback. An employee can request compensation for no more than one-half (2) of the sick days which have been earned during that year of service. The Employer shall establish the date for buyback 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. Any employee who seeks to receive compensation pursuant to this Section shall be required to notify the Human Resources Department in writing prior to the second payroll in January of that employee's intention to buy back unused sick days.

ARTICLE 11

EMPLOYEE DEVELOPMENT AND TRAINING

Section 11.1. Orientation. The Employer shall provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials, and equipment normally

used in such employees' work assignments and periodic changes therein, including, where available and relevant to such work, procedural manuals.

Section 11.2. Time Off. If employees are required by the Employer to take courses so as to retain their present position classification such employees shall be granted reasonable time for such without loss of pay or paid at the applicable rate.

Section 11.3. Tuition Reimbursement.

A. To encourage professional development the Village of Glendale Heights provides financial assistance to pursue education and/or training courses directed toward acquiring skills and knowledge of value to the Village and directly related to the employee's current position.

B. When a full-time employee in the bargaining unit enrolls in an accredited university, college or adult education program, and the course and/or degree program being undertaken is in a field or subject related to the employee's current position, the employee shall be reimbursed subject to the following:

- 1) Limitations. Reimbursement is limited to the amount budgeted by the Village and subject to the following:
 - a. Seventy-five percent (75%) of expenses incurred in securing such education and/or training including tuition and related expenses based upon the maximum rate per credit hour as set by the University of Illinois-Urbana, for in-state students, with a One Thousand Five Hundred (\$1,500.00) Dollar maximum per fiscal year per employee;
 - b. Two (2) courses per academic semester;
 - c. Successful completion of course: *i.e.* grade of "C" or better; or for non-graded course work, a satisfactory completion.
- 2) Approval. Advance approval of the Village Administrator (or designee) is required as a condition for payment of benefits under the Program. Covered employees shall be eligible for reimbursement in the order that such approval is granted.
- 3) Reimbursement. Copies of the grade report or certificate of completion, textbook receipts, and all other supporting documentation must be submitted to the Personnel Director before reimbursement can be made. Any person receiving funds from the Village for tuition assistance for courses in a Master's degree program must remain in the employ of the Village for five (5) years after the date of payment or reimburse the Village for the full amount of the tuition reimbursement. Any person receiving funds from the Village for tuition assistance for courses in a degree program other than a Master's degree must remain in the employ of the village for two (2) full years after the date of payment or reimburse the Village for the full amount of the tuition reimbursement. Any person

receiving funds from the Village for tuition assistance for courses other than courses in a degree program must remain in the employ of the Village for one (1) full year after the date of payment or reimburse the Village for the full amount of the tuition reimbursement. Educational assistance shall not be provided to an employee whose employment with the Village terminates prior to his completion of the course except where such termination occurs as a result of reduction in the work force.

Section 11.4. Job Descriptions. Each employee will be provided with a copy of his/her job description. The Union shall be provided with a copy of any amended job descriptions. The phrase contained in the job description, "performs other duties assigned" covered by this Agreement shall be changed to read as follows: "performs duties assigned in which the work is similar, related to or a logical assignment to the position enumerated in the Position Description, except in emergency situations that are not ongoing and continuous."

Section 11.5. Travel Allowance. Employees traveling on Village business shall either be provided with a Village vehicle or given an allowance for the use of their private vehicle or reimbursed for other transportation expenses in accordance with established Village procedures.

In determining the type and amount of reimbursement for travel expenses, compensation shall be in accordance with the most expedient and economical form of transportation, so that if it would be more economical to fly and the employee chooses to drive, reimbursement shall be computed on the basis of the cost of one (1) round trip coach air fare, and if the employee elects to drive (instead of flying) one (1) day's travel time from the destination, shall be allowed; provided travel allowance request shall be made on a Travel Expense Report form and forwarded, through the Department Head, to the Finance Director. The mileage reimbursement rate for automobiles shall be in accordance with the Federal Internal Revenue Service tax allowance.

Section 11.6. Evaluations. Employees may be asked, but not required, to evaluate their supervisor.

ARTICLE 12

LEAVES OF ABSENCE

Section 12.1. General Leave. The Employer may grant leaves of absence without pay to employees for periods not to exceed three (3) months. The Employer may, in its sole discretion, renew the leave of absence subject to all requirements of the original request. Employees who are granted a general leave in excess of thirty (30) days may continue their insurance coverage upon payment of one hundred percent (100%) of the premium for such coverage.

Section 12.2. Petit Jury and Grand Jury Service. Leave with pay will be granted to bargaining unit employees for time spent in petit jury or grand jury service. The employee shall turn over to the Village any juror's fee paid to the employee for jury duty, but the employee shall be entitled to retain any reimbursement the employee receives for travel expense.

Section 12.3. Voting Time. An employee who is eligible to vote in primary and general elections shall be granted special leave without pay, when their work schedule will preclude them from voting during normal polling time. Such leave shall not to exceed two (2) hours.

Section 12.4. Absence for Military Leave.

(a) Employees Called to Active Duty - Full-time employees with at least one (1) year of service who are called for active military service shall be granted a military leave of absence without loss or reduction of accrued benefits. These employees shall be eligible to receive compensation from the Village which, when added to such employee's compensation received from military service, shall result in no loss of pay. Such compensation from the Village shall be available for a period not to exceed twenty-four (24) months or until such active military service is terminated, whichever is sooner, except that a voluntary re-enlistment or voluntary engagement of such military service shall be a terminating event. In addition, these employees shall continue to accrue sick time and vacation time, as well as credit towards seniority and longevity. In addition, these employees shall be eligible to maintain group medical benefits in the same manner and at the same cost as such employee enjoyed immediately prior to the commencement of such military leave of absence, until full military medical benefits are available.

(b) Military Reserve Training, National Guard Training or Employees With Less Than One Year of Service - Full-time employees with at least one (1) year of employment service who are called for military training, military reserve training or national guard training, as well as full-time employees with less than one (1) year of employment service who are called for active military service, shall be granted a military leave of absence without pay from their positions during the actual duration of such service, or shall be compensated as may be provided by law then in effect. These employees shall receive credit toward retirement and longevity during the actual duration of such service or training. If summer reserve training is scheduled with an employee's vacation leave, the employee shall receive the appropriate vacation leave pay.

(c) Temporary Employees - Persons substituting for employees on military leave shall be deemed to be temporary employees until the regular employee returns to his position after such military leave or until it is determined that such employee will not return from such military leave.

(d) Ninety Days to Resume Duty - Full-time employees on such military leave who do not resume their duties with the Village within ninety (90) days after their tour of military service is completed shall be deemed to have resigned from such Village service.

Section 12.5. Job-Related Disability Leave.

A. General Provisions.

1. Employees injured during the course of their employment shall notify their Department Supervisor or personnel in the Human Resources Department by the end of their work shift of the incident or jeopardize the loss of applicable Village and Worker's Compensation Benefits.

2. Before becoming eligible for a job-related disability leave, employees are not required to exhaust all sick and vacation time.
3. Employees while on a job-related disability leave shall continue to accrue service time, seniority, vacation time, and sick time and are not eligible to receive holiday pay.
4. Employees who, as a result of a job-related disability, are receiving continuing compensation shall be permitted to work in accordance with the Village's restricted duty assignment program. Such employees shall not be permitted to work with or without compensation for any employer other than the Village. The specific intent of the Village is to facilitate swift and proper recovery of the employee by permitting limited physical activity without worry of an immediate reduction in personal income. Employees who violate the above may lose continuing compensation benefits, including such benefits which have been paid in the past or which may become due in the future.
5. Employees while on a job-related disability shall continue, at no expense to the employee (except for any co-payment requirement otherwise provided by this contract) to be covered by and under the health and life insurance programs of the Village, for so long as that employee continues to receive worker's compensation temporary total disability benefits, and provided such employees are not employed full-time in any other capacity. In the event an employee becomes ineligible for this benefit by becoming employed full-time in any other capacity, the employee shall remain ineligible in the event the employee once again becomes unemployed.

B. Worker's Compensation Insurance Benefits. Employees who are injured or disabled due to a bona fide occupational injury or illness shall be compensated on the following basis:

1. An individual disabled fourteen (14) work days or less shall be paid normal salary (exclusive of premium and overtime) by the Village.
2. An individual disabled less than fourteen (14) days shall turn over the compensation received by the Village Worker's Compensation Insurance Carrier to the Finance Department.
3. All compensation paid to an employee for disability beyond the thirteen (13) days shall be retained by the employee.
4. The Village shall pay the employee thirty-three and one-third percent (33-1/3%) of gross wages during the disability period greater than thirteen (13) days until such time as the employee exhausts accumulated sick leave.
5. If an employee is injured during the course of employment by a third party, a claim may be filed with the Illinois Industrial Commission and the employee may sue the responsible party. Although the Commission will decide the matter without reference to

the third party, the employee must, if he is successful in his suit against the third party, indemnify the Village for all expenses and claims it paid up to the extent of its loss or to the employee's recovery whichever amount is smaller. In the event the Village recovers under such circumstances, the Village must give the employee all monies in excess of the actual loss it sustained in expenses, claims and court costs.

6. If an injured employee who refuses the medical services offered by the Village elects to secure his own physician and hospital services, the employee shall first notify his/her immediate supervisor, or if the supervisor is not available, notification shall be provided to the Human Resources Department on the next following work day.

Section 12.6. Not Job-Related Disabilities. Employees who are disabled or injured not as a result of an injury obtained during the course of their employment, are not eligible for any of the Village's fringe benefits from the date of their last appearance on the Village's payroll, including, but not limited to, the continued accrual of sick, vacation or seniority time. Employees on a non job-related disability in excess of one (1) month may continue their health and life insurance coverage by reimbursing the Village one hundred percent (100%) of the premium for such coverage. Notwithstanding anything contained in this Section 6 to the contrary, during the term of this Agreement, any "eligible employee," as that term is defined in the Family and Medical Leave Act (29 USC, Sec. 2261 *et seq.*), in the bargaining unit who is disabled or injured not as a result of an injury sustained during the course of his/her employment, may continue their coverage under any "group health plan," as that term is defined in the Family and Medical Leave Act (FMLA), for the duration provided in said FMLA. The Employer shall continue to pay its portion of health insurance coverage for "eligible employees," as that term is defined in the FMLA, for the duration provided in said Act.

Section 12.7. Employee Benefits. Employees who are granted leaves of absence without pay in excess of one (1) month are not eligible for any fringe benefits. Full-time employees who are granted leaves of absence with pay (except workman's compensation disability leaves) regardless of the duration of the leave, are eligible for all fringe benefits associated with the position.

Section 12.8. Bereavement. In the event of death in the family of an employee including spouse, civil partner, parents, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, (including natural, step, adopted and foster) an employee will be granted a three (3) day leave of absence with full pay to make household adjustments, arrange for medical services, or to attend funeral services. The Employer agrees to provide one (1) day of leave as a result of death in the employee's related family. Related family shall include aunts, uncles, nieces, nephews, spouse's grandparents, brothers-in-law, sisters-in-law, and any household member.

Section 12.9. Employee Rights After Leave. Employees wishing leaves of absences and employees who are on IMRF disability or other types of disability must be aware of the fact that all positions in the Village are subject to elimination by reorganization, and that in various circumstances, in order to continue Village operations, it may be necessary to fill vacant positions with other employees.

- (a) As such, absolute reassurances cannot be given.
- (b) If the position is vacant at the conclusion of the leave of absence or the conclusion of IMRF or other disability, the employee may resume his/her same status therein.
- (c) If the position no longer exists, or is no longer vacant, every effort will be made to place the employee in another position for which the employee qualifies, as soon as possible.

Section 12.10. Family and Medical Leave Act. Any "eligible employee," as that term is defined in the Family and Medical Leave Act (29 USC, Sec. 2261 *et seq.*), in the bargaining unit shall be entitled to the benefits and protections of said Family and Medical Leave Act. Any eligible employee may elect, or the Employer may require, the employee to substitute any of the accrued paid vacation leave, personal leave, medical or sick leave of the employee for leave provided under the Act, or any part of the twelve (12) week period for such leave, in accordance with the provisions of the Act. The Family and Medical Leave Act shall be administered in accordance with policies to be established by the Employer. In the event that an employee is in a situation where their accrued vacation will be exhausted as a result of a pending FMLA leave, the employee may contact the Union and the Union may request a meeting with the Employer, in order to discuss how a vacation request that had previously been granted may continue to be honored, but any accommodation will be in the sole discretion of the Employer.

ARTICLE 13

UNION RIGHTS

Section 13.1. Grievance Processing and Attendance at Grievance Meetings or Hearings. From among the employees in the bargaining unit, the Union may designate and the Employer will recognize no more than one (1) steward in each department to serve as the Union's agent in the representation of employees in that department. The Employer shall not be required to recognize any employee as a steward unless the Union has informed the Employer in writing of such designation. The Union agrees to inform the Employer on January 2nd of each year of the identity of the stewards and at such other times during the year if there is a change. Except as specifically provided in this Agreement, a steward shall not be compensated by the Employer for his duties as a steward and shall perform such duties during times when he is not scheduled to work for the Employer.

A union steward or alternate shall be allowed up to thirty (30) minutes on duty to prepare or process a grievance without loss of pay. Such activities shall be subject to the supervisor's approval in advance, and such approval shall not be unreasonably withheld.

If the steward or alternate is required to attend a meeting convened at Steps 1, 2 or 3 of the grievance procedure set forth in Article 20 of this Agreement, and such meeting is scheduled during the steward's or alternate's regular work time, such steward or alternate shall be entitled to compensation at the straight-time rate of pay for scheduled work hours lost in attendance at such meeting.

Any employee who is required by the Employer to attend and does attend at the Employer's direction a meeting convened at Step 1, 2 or 3 of the grievance procedure as set forth in Article 20 of this Agreement, and such meeting is scheduled during the employee's regular work time, such employee shall be entitled to compensation at the employee's straight-time rate of pay for scheduled work hours lost in attendance at such meeting.

Section 13.2. Other Meetings and Union Activities. Any employee chosen as a delegate to an AFSCME State or National convention or a local officer who desires to attend a local officer training conference at a campus of the University of Illinois may, upon written application approved by the Union and submitted to the Employer with at least thirty (30) days notice, be given a leave of absence without pay for the period of time required to attend such convention or conference so long as such leave does not adversely affect the operational requirements of the Employer. This leave shall not exceed one (1) week. No more than one (1) employee per department may be given leave to attend such conventions or conferences. Employees that serve as President or Treasurer of the Union shall be allowed one (1) day off work without pay to attend a President or Treasurer training conducted by AFSCME Council 31. Employees that serve as Union stewards shall be allowed two (2) days off without pay to attend a Certified Union Steward Training Program, conducted by AFSCME Council 31, provided that no more than one steward per Department may be given leave to attend such training at the same time.

Employees shall be allowed necessary and reasonable time off with pay at the employee's straight-time rate of pay during the employee's regular work time to attend safety committee hearings or labor-management meetings and/or other meetings called or agreed to by the Employer if such employees are required to attend such meetings by virtue of being participants, and if such meetings are held during the employee's regular work time. Such activities shall be subject to the supervisor's approval in advance, and such approval shall not be unreasonably withheld.

Section 13.3. Bulletin Boards. The Union may place informational material on department bulletin boards provided:

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

Section 13.4. Distribution of Union Literature. Employees shall be permitted to distribute Union literature to other employees in non-work areas and in work areas during non-work hours. Employees shall be entitled to use interoffice mail for distribution of Union literature.

Section 13.5. Use of Conference and Meeting Rooms. The Employer agrees to allow conference and meeting rooms to be used for Union meetings if such space is available. Requests for such space must be made in advance by the designated Union representative.

Section 13.6. Access to Premises by Union Representatives. The Employer agrees that a Union representative(s) may enter upon the premises of the Employer to attend meetings or hearings at Steps 1, 2, 3 and 4 of the grievance procedure set forth in Article 20 of this Agreement, and such other meetings as may be scheduled by the Employer. Other Union representative(s) and/or agents as the Employer may approve in advance will be granted access to such areas of the Employer's premises and for such purposes and at such times as the Village Administrator may approve in advance of such visits, provided that such access shall at all times be conducted in a manner so as not to impede normal operations. Except as provided in this Section 6, non-employee representatives or agents of the Union may not enter upon the Employer's premises, except in areas generally open to the public.

Section 13.7. Orientation for New Hires in Bargaining Unit Positions. A Union representative shall be allowed to meet with a new bargaining unit member during the first hour of work within the first two weeks of employment, on the Employer's premises, at a place to be designated by the Employer, without charge to pay or leave time of the new bargaining unit member, for the purposes of new employee orientation, provided that such meeting shall not impede normal operations.

ARTICLE 14

WAGES

Section 14.1. Wages.

(a) Effective retroactive to May 1, 2022 for all employees who continue to be employed by the Employer as of October 1, 2022, add an additional \$1.00 per hour for P-T Office Tech; P-T Police Records Tech; P-T Code Enforcement Officer; and P-T Recreation Supervisor. In addition, effective retroactive to May 1, 2022 for all employees who continue to be employed by the Employer as of October 1, 2022, all bargaining unit members, except for Administrative Secretary and Info. Systems Associate, shall receive a 3.0% wage increase (following adding the \$1.00 per hour increase for those identified positions), Administrative Secretary and Info. Systems Associate shall receive a 4.0% increase.

(b) Effective May 1, 2023, add an additional \$1.00 per hour for P-T Office Tech; P-T Police Records Tech; P-T Code Enforcement Officer; and P-T Recreation Supervisor. In addition, all bargaining unit members shall receive a 2.0% wage increase (following adding the \$1.00 per hour increase for those identified positions), except that the P-T Customer Service Associate position shall be paid \$13.00 per hour.

(c) Effective May 1, 2024, add an additional \$1.00 per hour for P-T Office Tech; P-T Police Records Tech; P-T Code Enforcement Officer; and P-T Recreation Supervisor. In addition, all bargaining unit members shall receive a 2.0% wage increase (following adding the \$1.00 per hour increase for those identified positions), except that the P-T Customer Service Associate position shall

be paid \$14.00 per hour.

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

If at any time during the term of this Agreement, the Village's state-shared revenue from the Local Government Distributive Fund ("LGDF") (which is the Village's share of the State income tax) is reduced by the General Assembly by 10% or more from the formula that was in place prior to July 1, 2017, but less than 30%, or if real estate taxes are frozen by the General Assembly, 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, and further provided that if the parties do not reach agreement regarding such reduction within thirty (30) days of the General Assembly's action, the wage increase for that relevant year for all bargaining unit members shall be in the amount of 1.5%, in lieu of the wage schedule shown on Exhibit A, which Exhibit A shall be modified accordingly to take effect thirty (30) days after the General Assembly's action.

If at any time during the term of this Agreement, the Village's state-shared revenue from the LGDF is reduced by the General Assembly by 30% or more from the formula that was in place prior to July 1, 2017, 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, and further provided that if the parties do not reach agreement regarding such reduction within thirty (30) days of the General Assembly's action, the wage increase for that relevant year for all bargaining unit members shall be in the amount of 0.5%, in lieu of the wage schedule shown on Exhibit A, which Exhibit A shall be modified accordingly to take effect thirty (30) days after the General Assembly's action.

Section 14.2. Pay Period. The salaries and wages of employees shall be paid every two (2) weeks on Friday. In the event of a holiday, the preceding day shall be the pay day.

Section 14.3. Uniforms. Certain departments and employees are required to wear uniforms in the performance of their duties. Those employees will be provided uniforms by the Village. Upon termination of employment, employees shall be required to turn in all Village provided clothing prior to issuance of final paycheck.

Section 14.4. New Positions. In the event the Employer establishes any new titles by combining, eliminating or modifying duties currently performed by employees in the bargaining unit, the Union shall be notified of such new titles and assigned duties. The Employer shall determine an appropriate rate of pay based upon those rates in effect for similar titles until a new rate (if necessary) is negotiated. If the Union does not agree that the rate of pay established by the Employer is appropriate, it may, within fifteen (15) days of notification to it, request to bargain regarding the appropriate rate of pay for such classification, but the Village may immediately implement the new title and pay rate, upon notification to the Union, notwithstanding such bargaining. If a different rate

is determined after such bargaining, the new rate shall be applied retroactive to the date of the establishment of the title.

Section 14.5. Deferred Compensation Plan. The Village shall continue to offer to bargaining unit members the opportunity to participate in a Section 457 deferred compensation plan, and such employees may voluntarily make contributions to such plan, without any obligation on the Village to make contributions.

Section 14.6. Longevity. Full-time employees in their 20th year of full-time service shall receive a one-time longevity bonus payment of \$1,250. Full-time employees in their 15th year of full-time service shall receive a one-time longevity bonus payment of \$750. Full-time employees in their 10th year of full-time service shall receive a one-time longevity bonus payment of \$500. In the 2022-2023 contract year only, employees who have more than 21 years or more of full-time service shall receive the one-time longevity bonus payment of \$1,250, and employees who have 16 years or more of full-time service, but less than 20 years of full-time service, shall receive the one-time longevity bonus payment of \$750, and employees who have 11 years or more of full-time service, but less than 15 years of full-time service, shall receive the one-time longevity bonus payment of \$500.

Part-time employees in their 20th year of service with the Village shall receive a one-time longevity bonus payment of \$250. In the 2022-2023 contract year only, part-time employees who have 21 years or more of service with the Village shall receive the one-time longevity bonus of \$250.

ARTICLE 15

WORKING OUT OF CLASSIFICATION

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 position 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 the greater of either (1) the employee's current pay grade, or (2) the pay grade of the lowest paid employee occupying the higher classification, unless only one (1) employee occupies the higher classification, in which case option (2) shall be the entry level pay grade for the higher classification, provided further, that if such employee's current pay grade is higher than the entry level pay grade for the higher classification, option (2) shall be the first level of the pay grade for the higher classification that is higher than the employee's current rate of pay. Employees who work out of classification in a position that is "exempt" from the overtime provisions of the FLSA shall not receive overtime while working out of classification.

In order to qualify for temporary assignment pay, the employee must work five (5) consecutive work days or more (except telecommunicators must work six (6) consecutive work days or more) in the higher level position classification. The use of any accrued time (*i.e.* vacation, sick, personal business, holidays) shall be at the employee's normal rate of pay. Except for training periods of five (5) days or less, the Employer agrees not to rotate temporary assignments within the bargaining unit for the purposes of avoiding temporary assignment pay.

Sworn Officers on restricted duty status will be permitted to fill in for absent telecommunicators and/or office technicians in the Records Division or if a temporary vacancy arises in a telecommunicator or office technician position in the Records Division, provided that bargaining unit telecommunicators or office technicians in the Records Division are first offered overtime opportunities to fill such vacancy; further provided, that the amount of overtime such telecommunicators or office technicians in the Records Division may be permitted to work shall be subject to reasonable restrictions based upon concerns for the safety and welfare of such employees.

ARTICLE 16 **INSURANCE**

Section 16.1. Medical Insurance. The Employer's present complete basic hospitalization programs covering all full-time employees shall continue in effect. However, regarding HMO coverage, the Village shall only be required to provide one HMO plan. On an annual basis, the Employer shall designate its basic health care plan. For employees hired as full-time bargaining unit members prior to July 1, 2013, the Employer shall be responsible to pay ninety percent (90%) of the premium for single coverage and eighty-five percent (85%) of the premium for dependent coverage, and such full-time bargaining unit employees shall pay ten percent (10%) of the premium for single coverage and such full-time bargaining unit employees electing dependent coverage will contribute an amount equal to fifteen percent (15%) of the dependent coverage insurance premium of either the current indemnity plan or the HMO plan, which the employee has chosen.

For bargaining unit employees hired as full-time bargaining unit members on or after July 1, 2013, and before August 1, 2015, the Employer agrees to pay 90% of the premium thereof for single coverage for each employee and the employee shall pay 10% of the premium for single coverage for the Employer's designated basic health care plan, which shall be designated by the Employer on an annual basis. Bargaining unit employees hired on or after July 1, 2013 and before August 1, 2015, electing dependent coverage will contribute an amount equal to 15% of the portion of the premium for the dependent coverage of the Employer's designated basic health care plan, with the Employer paying the remaining 85% of such dependent coverage premium. Such bargaining unit members wishing to elect coverage in a health care plan provided by the Employer other than the Employer's designated basic health care plan for either single or dependent coverage may do so, but the employee shall be responsible to pay 100% of the premium in excess of the premium for the Employer's designated basic health care plan premium, in addition to the percentages set forth hereinabove.

For bargaining unit employees hired on or after August 1, 2015, the Employer agrees to pay eighty-five percent (85%) of the premium thereof for single coverage for each employee and the employee shall pay fifteen percent (15%) of the premium for single coverage for the Employer's designated basic health care plan, which shall be designated by the Employer on an annual basis. Bargaining unit employees hired on or after August 1, 2015 electing dependent coverage will contribute an amount equal to twenty percent (20%) of the portion of the dependent coverage premium of the Employer's designated basic health care plan and the Employer shall pay eighty percent (80%) of the portion of the premium for dependent coverage for the Employer's designated

basic health care plan. Such bargaining unit members wishing to elect coverage in a health care plan provided by the Employer other than the Employer's designated basic health care plan for either single or dependent coverage may do so, but the employee shall be responsible to pay 100% of the premium in excess of the premium for the Employer's designated basic health care plan premium, in addition to the percentages set forth hereinabove.

Employees shall be able to change hospitalization programs once annually during the term of this Agreement. The HMO plan shall continue to provide substantially the same benefits for the employees. The Employer may change carriers/plans once annually during the term of this Agreement or self-insure if desired, provided the coverages remain substantially the same or improve, and the deductibles and maximum out-of-pocket limits remain the same. The Employer agrees to provide written notice to the Union at least thirty (30) days prior to the effective date of any change in such carriers/plans.

The parties agree to reopen negotiations regarding this Section 1 only, for purposes of the Village implementing a single plus spouse group health plan and/or a single plus children group health plan, with co-payments to be made at the same percentages as set forth above for single and dependent coverage. Such reopener shall occur upon thirty (30) days written notice by the Village to the Union.

The employee shall be responsible for 100% of the co-payment for office visits, including specialists, for employees enrolled in the HMO plan. Employees enrolled in the PPO plan shall be responsible for 100% of the co-payment for office visits, including specialists.

The Village will establish a Health Savings Account for employees. The Village will be responsible for any administrative costs incurred in establishing such HSA, but the employees shall be responsible for all contributions to such accounts, and for any annual fees associated with maintaining such accounts.

Section 16.1.B. Part-Time Employees. The Employer agrees to allow part-time employees to become members of the Village's group health insurance plan, provided IPBC (or its successors) consents and subject to IPBC restrictions, and subject to the employee paying one hundred percent (100%) of the premium.

Section 16.2. Life Insurance. Upon the effective date of this Agreement, the Employer agrees to provide full-time employees covered by this Agreement with life insurance in the amount of the employee's annual salary rounded to the nearest One Thousand (\$1,000.00) Dollars.

Section 16.3. Dental Insurance. The Employer's present complete dental insurance program covering all full-time employees and their dependents shall continue in effect. Effective 5/1/04, the Employer shall be responsible to pay ninety percent (90%) of the premium for single coverage and eighty-five percent (85%) of the premium for dependent coverage. Effective 5/1/04, full-time bargaining unit employees shall pay ten percent (10%) for single coverage and those full-time bargaining unit employees electing dependent coverage will contribute an amount equal to fifteen percent (15%) of the dependent coverage insurance premium. The Employer may change carriers

once annually during the term of this Agreement, or self-insure if desired, provided the coverages remain substantially the same or improve, and the deductibles remain the same. The Employer agrees to provide written notice to the Union at least thirty (30) days prior to the effective date of any change in such carriers.

Section 16.4. Family and Medical Leave. Notwithstanding anything contained in the Village of Glendale Heights Personnel Manual, including Section 8.13.3(b) thereof, or as amended hereafter, to the contrary, during the term of this Agreement, any "eligible employee," as that term is defined in the Family and Medical Leave Act (29 USC, Sec. 2261 *et seq.*), in the bargaining unit who is disabled or injured not as a result of an injury sustained during the course of his/her employment may continue their coverage under any "group health plan," as that term is defined in the Family and Medical Leave Act, for the duration provided in said Family and Medical Leave Act. Thereafter, the employee shall be responsible to pay one hundred percent (100%) of the premium for such health, dental and life insurance coverage, until such disability leave is terminated, either by the employee's return to employment or by the Village declaring such leave is terminated. In the event the employment relationship is terminated by the Employer, the employee shall be allowed to continue such coverage at the employee's sole expense, to the extent provided by law.

Section 16.5. Indemnification of Employees. If any claim or action is instituted against an employee in the collective bargaining unit based on an injury allegedly arising out of an act or omission occurring within the scope of his employment or authority as such employee, the Employer may elect to do any one or more of the following:

- a) appear and defend against the claim or action;
- b) indemnify any employee or former employee for his court costs incurred in the defense of such claim or action;
- c) pay or indemnify the employee or former employee for a judgment based on such claim or action; or
- d) pay, or indemnify the employee or former employee for a compromise or settlement of such claim or action.

The Employer shall not indemnify an employee for any portion of a judgment representing an award of punitive or exemplary damages.

Section 16.6. 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 a maximum annual lump sum payment of \$1,500. 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. Employees whose spouse is also employed by the Village, but who have no other dependents, shall be limited to opting for single benefit coverage and shall not be eligible for the Insurance Opt-Out Bonus.

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 to 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.

Section 16.7. 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.

Section 16.8. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies referred to in Sections 1, 1.B and 3 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.

Section 16.9. New Taxes and Fees Under the Patient Protection and Affordable Care Act (PPACA). 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.

ARTICLE 17

SENIORITY

Section 17.1. Definition. For the purposes of this Agreement, the following definition applies:

"Seniority" means the continuous length of service with the Employer from the date of last hire in a position covered by this Agreement.

Section 17.2. Loss of Seniority. An employee shall lose his seniority and no longer be an employee if:

- (a) He quits or retires;
- (b) He is discharged for just cause (unless reversed through the Grievance or Arbitration procedure);
- (c) He has been on layoff for a period of two (2) years, unless recalled earlier and the employee fails to report to work;
- (d) He does not return to work from layoff within fifteen (15) calendar days after being notified to return by the mailing of a notice by certified mail to the employee's last known address reflected in the Employer's records;
- (e) He is absent from work for three (3) consecutive days without notifying the Employer. After such absence, the Employer shall send written notification to the employee at his last known address reflected in the Employer's records that he has lost his seniority, and his employment has been terminated. In addition, the Union shall be notified in writing of that fact; or
- (f) He accepts gainful employment while on an approved leave of absence from the Village.

ARTICLE 18

LAYOFF AND RECALL

Section 18.1. Procedure for Layoff.

A. The Employer will determine the timing of layoffs, the number of employees to be laid off, and in which classifications layoffs will be effected. When employees are removed from a classification for the purpose of reducing the work force in that classification, the employee with the least seniority in the affected classification shall be removed first.

B. A removed employee shall be transferred, conditioned upon ability to learn the work available within a reasonable period, if the Employer determines that a vacancy exists in accordance with Article 19 of this Agreement, to a vacancy in another classification within the bargaining unit, if the Employer deems the employee to be qualified for such position and the employee shall have sixty (60) days to demonstrate to the satisfaction of the Employer that the employee is qualified to perform the functions of that classification. Nothing contained herein shall require the Employer to fill any positions that the Employer determines to leave vacant, but in the event that the Employer determines to fill a vacant position, the provisions of this Article and Article 19 shall apply.

If no such vacancies exist, a removed employee may replace the least senior employee in the bargaining unit in a position classification covered by this Agreement if the employee has previously worked in such classification for the Village, and the employee shall have sixty (60) days to demonstrate, to the satisfaction of the Employer, that the employee is qualified to perform the functions of that classification. Any employee who is transferred to a position classification pursuant to the terms of this Article 18 and who fails to demonstrate, to the satisfaction of the Employer, that the employee is qualified to perform the functions of the classification, shall thereafter be placed on lay-off status, and the provisions of this Sub-section B of Section 1 of Article 18 shall thereafter not be utilized by that employee unless the employee is recalled pursuant to Section 3 of Article 18.

Nothing contained herein shall require the Employer to fill any positions that the Employer determines to leave vacant, but in the event that the Employer determines to fill a vacant position, the provisions of this Article and Article 19 shall apply, and employees who have been laid-off shall be given preference over current employees, in the event a conflict between a laid-off employee and a current employee arises.

Section 18.2. Notice. The Employer shall notify the Union and the employee at least forty-five (45) days prior to the intended effective date of a planned layoff, except that such notices shall be provided to the Union and to pre-school teachers and pre-school assistants at least fourteen (14) days prior to the intended effective date of a planned lay-off.

Section 18.3. Procedure for Recall. Employees shall be recalled to work when such work is available, as determined by the Employer, on the basis of most senior first, provided the employee has the ability to perform the work available, as determined by the Employer. It shall be the employee's responsibility to keep the Employer notified as to his current mailing address. A recalled employee shall be given seven (7) calendar days from mailing of notice by certified mail to the last

known address of the employee as reflected on Employer's records in order to respond, and eight (8) additional days to report to work. The Employer may fill the position on a temporary basis until the recalled employee reports to work. An employee who declines recall to the same position that he formerly held, or to another position of equal or greater pay, shall forfeit his seniority and recall rights and shall have his name stricken from the recall list. In any event, an employee's right to reinstatement shall cease after twenty-four (24) months of continuous lay-off.

Section 18.4. Order of Layoffs. Temporary employees in the same position classifications shall be laid off prior to the layoff of any bargaining unit employees.

Section 18.5. Severance. A full-time employee who has been employed by the Village for:

- 1) one year but less than three (3) years shall receive severance pay equal to pay for ten (10) work days and the Village shall continue to pay the Village's portion of the health insurance premium for the plan in which the employee was enrolled at the time of the layoff for one additional month following the month in which the layoff occurred;

or

- 2) three years or more shall receive severance pay equal to pay for twenty (20) work days and the Village shall continue to pay the Village's portion of the health insurance premium for the plan in which the employee was enrolled at the time of the layoff for two (2) additional months following the month in which the layoff occurred.
- 3) Full-time employees who have been employed with the Village less than one year and part-time employees shall not be entitled to severance pay, nor shall employees who fill a vacancy or replace another bargaining unit member, pursuant to Section 1.B of Article 18, be entitled to severance pay.

ARTICLE 19 **VACANCIES**

Section 19.1. Posting. If the Employer determines to fill a job within the bargaining unit other than a temporary vacancy as defined below, 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, including employees on layoff, may do so.

Section 19.2. Employer to Determine Qualified Candidates. The Employer shall not fill any vacancy until it has complied with the notice requirement set forth in Section 1, and the Employer

shall interview all current bargaining unit members who apply for a vacancy prior to filling a vacancy.

Current employees who meet the qualifications for the vacant position, as determined solely by the Employer, shall be given preference over applicants who are not current employees. 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 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.

Transfers shall not be considered a vacancy for purposes of this Article. Transfers will not be made for arbitrary reasons. Prior to any transfer(s), the Employer shall notify the Union of the reason for such transfer(s) and, upon request, shall meet to discuss the transfer(s), but such discussion shall not delay the implementation of the transfer(s).

A transfer shall be defined as the lateral movement of an employee to another division, work location or job assignment within the same position classification.

Section 19.3. Temporary Vacancies. Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that do not exceed ninety (90) days.

Section 19.4. Interim Practices. Temporary employees shall be defined as persons hired to fill a vacancy on a temporary basis, or to replace a bargaining unit member while such unit member is in training or on disability or other leave, or otherwise legally absent. Temporary employees may be paid any rate of pay established by the Employer. Such temporary employees shall not be eligible for overtime, unless all bargaining unit members have declined such overtime. Provided, in the event the temporary employee is required to complete a job assignment requiring one (1) hour or less overtime at the end of a shift, the temporary employee may continue to work and may be eligible for overtime. During the time that the Employer is attempting to fill a job vacancy within the bargaining unit, or in the event that a qualified candidate is not found, the Employer may hire temporary employees or contract out such work in order to continue to provide such services to the public as the Employer deems essential.

ARTICLE 20

GRIEVANCE PROCEDURE

Section 20.1. Grievance.

a) A grievance is defined as any difference, complaint or dispute between the Employer and the Union or an employee involving the application, meaning or interpretation of this Agreement.

b) Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself. Either party may have the grievant or one (1) grievant representing

group grievants present at any step of the Grievance Procedure, and the employee is entitled to Union representation at each and every step of the Grievance Procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

Section 20.2. Grievance Steps.

STEP 1: The employee and/or the Union may file a written grievance with the employee's Department Head. All grievances must be presented not later than ten (10) calendar days from the date the grievant became aware of the occurrence giving rise to the complaint. Within five (5) business days (business days mean Monday through Friday excluding holidays or other days when Village offices are closed) after the grievance is filed, the Department Head shall schedule a meeting with the grievant and a Union representative. The Department Head shall provide a written answer to the grievant and the Union representative within five (5) business days after the meeting.

STEP 2: If the grievance is still unresolved at Step 1, it shall be presented by the Union to the Village Administrator in writing within five (5) business days after receipt of the Step 1 response, or after the Step 1 response is due, whichever is earlier.

Within five (5) business days after receipt of the written grievance, the Administrator or designee shall schedule a meeting with the parties in an attempt to solve the grievance, unless the parties mutually agree otherwise. The Village Administrator or designee shall give his written response within five (5) business days following the meeting.

STEP 3: a) Arbitration

If the grievance is not settled in Step 2, the matter may be referred to arbitration by written request of the Union made within ten (10) calendar days of receipt of the answer by the Administrator or designee in Step 2 or after the Step 2 response is due, whichever is earlier. Should the parties fail to agree upon an arbitrator, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators who are members of the National Academy of Arbitrators residing in Illinois, Indiana or Wisconsin. Upon receipt of the list, the parties shall alternately strike one (1) name from the list, until there is one (1) name remaining. The person whose name remains shall be the arbitrator. A toss of the coin shall determine who strikes first, with the loser making the first strike. Either party may reject one (1) panel of arbitrators in its entirety before the coin toss. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union, requesting that he set a time and place for the hearing, subject to the availability of the Employer and Union representatives, and he shall be notified of the issue where

mutually agreed by the parties.

b) Arbitration Procedures

1. The arbitrator shall promptly review the grievance and the information and decisions rendered at the various steps of the grievance procedures. The arbitrator shall confer with the parties to this grievance as necessary and shall hold a hearing. The scope of the hearing shall be at the sole discretion of the arbitrator. The hearing shall be a closed hearing.
2. The arbitrator shall issue his decision not later than thirty (30) calendar days from the date of closing of the hearing.
3. The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted.
4. The decision of the arbitrator shall be final and binding.
5. The cost of the arbitrator shall be equally borne by the parties.
6. If the hearings cannot be held during the normal working hours of the grieved employee, then no additional compensation or overtime payment shall be made by the Employer to the grieved employee, Union representatives or witnesses. Otherwise all witnesses, Union representatives and grievants shall be permitted to attend the grievance hearing on duty time without loss of pay if on duty.
7. The arbitrator may interpret this Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.
8. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.
9. 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.
10. If either party desires a verbatim record of the proceeding, it may cause such record to be made, providing it pays for the court reporter and transcript and makes a copy of the transcript available without charge to the arbitrator. If the other party desires a copy of

the transcript, both parties shall share equally the fee of the court reporter, each party shall pay for the cost of its own copy of the transcript, and the parties shall share equally the cost of the copy of the transcript to be supplied to the arbitrator.

Section 20.3. Time Limits.

a) Grievances may be withdrawn at any step of the Grievance Procedure. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

b) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

c) The Employer's failure to respond within the time limits shall automatically advance the grievance to the next step.

Section 20.4. Advanced Grievance Step Filing. Certain issues which by nature are not capable of being settled at a preliminary step of the Grievance Procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the appropriate advance step upon mutual consent between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

ARTICLE 21
DISCIPLINE

Section 21.1. Definition. The Employer agrees with the tenets of progressive and corrective discipline, but reserves the right to determine what the appropriate disciplinary action shall be, subject to the grievance and arbitration procedure of this Agreement.

Disciplinary action or measures shall include only the following:

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

Disciplinary action may be imposed upon an employee only for just cause. An employee shall not be demoted for disciplinary reasons. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

The provisions of the Village Personnel Policies regarding the appeal of disciplinary actions shall not apply to employees covered by this Agreement. Employees covered by this Agreement shall not have the right to appeal disciplinary action via the procedure outlined in the Personnel Policies, but rather are limited to the grievance procedures set forth in Article 20 of this Agreement. The Employer may take into account an employee's previous disciplinary record when determining the appropriate disciplinary measure. The Employer shall fairly impose discipline.

Section 21.2. Manner of Discipline. If the Employer has reason to discipline an employee, it shall normally be done in private.

Section 21.3. Notification and Measure of Disciplinary Action.

a) Pre-Disciplinary Meeting. Prior to an employee being issued a suspension or discharge, a supervisor shall meet with the affected employee in order to inform the employee of the contemplated discipline, including names of any witnesses and copies of supporting documents. The employee may request the presence of a Union representative at such meeting. If the employee does not request such Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant. An employee's failure to attend a pre-suspension or pre-discharge meeting shall not delay the imposition of discipline. The employee and Union representative, if so requested, shall be given the opportunity to respond or rebut the reasons for such contemplated discipline. The Village shall have the right to forego such pre-suspension or pre-discharge meeting, if exigent circumstances arise. The Village's failure to satisfy this contractual provision shall not result in a reversal of the suspension or discharge or cause the Village to pay back-pay to the employee.

b) In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee and the Union in writing with a clear and concise statement of the reasons therefor.

c) An employee shall be entitled to the presence of a grievance representative (*i.e.*, steward or Union Council representative) at an investigatory interview or accident review panel, if he/she requests one and if the employee has reasonable grounds to believe that the interview or the results of the accident review panel may be used to support disciplinary action against him/her. If the employee requests the presence of a grievance representative at an investigatory interview, the Employer may complete the investigation without interviewing the employee. The investigatory interview or accident panel shall not be delayed for purposes of allowing any particular grievance representative or Union Council representative to be present, if another grievance representative is available. The employee also has the right to waive such representation. The Union Council representative shall also be allowed to attend such interview.

The employee and the Union shall be notified when the investigation is complete. If an investigation of alleged employee misconduct does not lead to discipline, the investigation shall be closed and a finding of "not sustained" shall be placed in a sealed envelope and shall not be used in any further disciplinary matter.

- d) Employees may be placed on administrative leave while under formal investigation.

ARTICLE 22

PERSONNEL FILES

Employees shall be entitled to full access to their personnel files as prescribed in the Personnel Record Review Act (820 ILCS 40/0.01 *et seq.*). Such files shall contain job-related information only. The Employer shall not provide information that is exempt from disclosure under the Freedom of Information Act (5 ILCS 140/7). The Employer shall not disclose the following information of any bargaining unit employee: (1) the employee's home address (including ZIP code and county); (2) the employee's date of birth; (3) the employee's home and personal phone number; (4) the employee's personal email address; (5) any information personally identifying employee membership or membership status in the Union or other voluntary association affiliated with the Union or a labor federation (including whether employees are members of such organization, the identity of such organization, whether or not employees pay or authorize the payment of any dues or moneys to such organization, and the amounts of such dues or moneys); and (6) emails or other communications between the Union and its members.

As soon as practicable after receiving a request for any information prohibited from disclosure under this Article, excluding a request from the exclusive bargaining representative of the employee, the Employer must provide a written copy of the request, or a written summary of any oral request, to the Union. The Employer must also provide a copy of any response it has made within five (5) business days of sending the response to any request.

If an employee's personnel file is requested, pursuant to FOIA, or if the employee's name or job title is stated in the FOIA request, the Employer shall notify the employee and provide the employee with a copy of the request, at the time that the FOIA response is issued.

ARTICLE 23

SAFETY AND HEALTH

Section 23.1. General Duty. The Employer shall provide a safe and healthful workplace.

Section 23.2. Safety and Health Committee. Recognizing the need to provide a safe and healthful workplace, the parties agree to allow members of the bargaining unit to be delegates to the Village Safety Committee which shall meet regularly and promptly for the purpose of identifying and correcting unsafe or unhealthy working conditions. The Committee shall:

1. Meet on dates established by the Committee to carry out the intent of this Section and to further promote the safety and health of the employees at the work location.
2. Investigate complaints concerning allegations of unsafe or unhealthy conditions.
3. Promote educational programs which will motivate adoption of safe working habits.

4. Review injury and inspection reports for unsafe and unhealthy patterns of a certain nature or work location.

Following such meetings, the Employer shall attempt to correct unsafe or unhealthy working conditions within a reasonable time, utilizing existing budget funds. If no budget funds are then available, the Employer shall make provisions for such corrections in its next budget.

Section 23.3. Tools and Equipment. The Employer agrees to maintain in safe working condition all tools and equipment furnished to covered employees. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer.

Section 23.4. Protective Clothing. Protective wearing apparel required by the nature of a job shall be provided by the Employer.

Section 23.5. Inclement Weather Gear. In the event an employee reports for work on his/her scheduled shift and is assigned duties on an outdoor assignment exposing the employee to adverse weather conditions, the Employer shall make available for the duration of the shift outerwear and, if necessary, overshoes.

Section 23.6. Video Display Terminals/Cathode Ray Equipment. The Employer and the Union will attempt to keep current with monitoring studies and reports on the effects, if any, of visual display terminals and their setting on the health and safety of the operators. The parties also agree to summarize any relevant findings and disseminate them to users.

Section 23.7. Labor-Management Conferences. Safety issues are proper topics for discussion at the labor-management conferences provided in this Agreement.

Section 23.8. Disabling Defects. No employee shall be required to use any equipment that has been designated by both the Union and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned vehicle or other equipment is found to have a disabling defect or is in violation of the law, or if an alleged unsafe working condition involving the presence of a hazardous material exists, the employee will notify his supervisor, complete required reports, and follow the supervisor's direction including requesting repair, replacement, or the continued operation of said vehicle or equipment.

The Employer shall take all reasonable steps to protect employees during working hours in the performance of their duties.

Section 23.9. Crisis Counseling. Outside group Crisis Counseling (debriefing) will be made available to Telecommunicators and Community Services Officers who are involved in a material aspect of a major crimes case where the same counseling is made available to the Patrol Officers,

Sergeants, and other Police Department staff. This does not apply to employees who provide ancillary services.

ARTICLE 24

EMPLOYEE ALCOHOL AND DRUG TESTING

Section 24.1. 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.

Section 24.2. Prohibitions. Employees shall be prohibited from:

- (a) consuming or possessing alcohol or illegal drugs (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 if such side effects may reasonably be expected to impair the employee's ability to perform the functions of their job.

Section 24.3. Drug and Alcohol Testing Permitted. Where the Village determines that there is probable cause, consisting of a 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 suspicious 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 drugs/controlled substances and alcohol shall be administered by the Employer. The foregoing shall not limit the right of the Village to conduct tests as it may deem appropriate for persons seeking employment as employees prior to their date of hire or for promotion. Additionally, the Village may conduct random testing within a bargaining unit-wide pool, but such random testing shall be limited to no more than twice annually and each random test shall be limited to no more than five (5) bargaining unit members. Employees who are required, as a condition of employment, to have a valid commercial driver's license (CDL), will be subject to the

Village's Alcohol and Drug Testing Policy promulgated as required by the Omnibus Transportation Employee Testing Act of 1991.

Section 24.4. 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/she may have.

Section 24.5. Tests to be Conducted. In conducting the testing authorized by this Agreement, the Village shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act or that is accredited by the National Institute of Drug Abuse (NIDA);
- (b) insure that the laboratory or facility selected conforms to all NIDA standards;
- (c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- (e) collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted or may attempt to compromise the accuracy of the testing procedure;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

- (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Village within seventy-two (72) hours of receiving the results of the tests;
- (h) require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (*e.g.* billings for testing that reveal the nature or number of test administered), the Village will not use such information in any manner or forum adverse to the employee's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of more than .021 based upon the grams of alcohol per 100 milliliters of blood be considered positive. The foregoing standards shall preclude the Village from attempting to show that test results of .021 or below demonstrate that the employee was under the influence;
- (j) provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results;
- (k) insure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 24.6. 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 3 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.

Section 24.7. 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. 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.

Section 24.8. 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 limited up to a thirty (30) day suspension. In addition, the employee shall 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 (12) months, and allow the Village to be kept informed of the employee's attendance or whether the "after-care" treatment has been completed;
- (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.

Section 24.9. Indemnification. The Employer agrees to hold the Union harmless and to defend the Union in any litigation brought against the Union arising out of the Employer's activities in carrying out the drug/alcohol testing program.

ARTICLE 25

LABOR-MANAGEMENT CONFERENCES

Section 25.1. Scheduling; Agenda. The employees 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.

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.

Section 25.2. Exclusion of Grievances. 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.

ARTICLE 26

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, prior to May 1, 2025, the Village will not subcontract work normally performed by bargaining unit members, if the subcontracting would result in the layoff of employees from the bargaining unit, except that Sports Hub activities, the nature of which are currently being subcontracted, and work performed by Telecommunicators and the Telecommunicator Supervisor may be contracted or subcontracted. In addition, any work that is presently being performed by persons outside of the bargaining unit, whether by Village employees or others, may be performed by persons other than bargaining unit members. The Employer may contract out for plumbing inspections on an as-needed basis.

ARTICLE 27

NO STRIKE / NO LOCKOUT

Section 27.1. No Strike Commitment. Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor any employee shall refuse to cross any picket line, by whomever established while on duty.

Section 27.2. Resumption of Operation. In the event of action prohibited by Section 1 above, the Union and the Union Representatives immediately shall disavow such action and request the employees to return to work and shall use their best efforts to achieve a prompt resumption of normal operations. The Union and the Union representatives, including their officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Article.

Section 27.3. Local Representatives Liability. Union representatives who fail to comply with the provisions of Section 2 above may be subject to the provisions of Section 4 below.

Section 27.4. Discipline of Strikers. Any employee who violates the provisions of Section 1 of this article shall be subject to discipline, including possible discharge.

Section 27.5. No Lockout. No lockout of bargaining unit employees shall be instituted by the Employer or its representatives during the term of this Agreement.

ARTICLE 28

PERSONNEL POLICIES

The Personnel Policies heretofore adopted by the Employer on November 3, 1994, and 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 make, alter, amend and enforce reasonable Personnel Policies except as modified herein. The Employer shall notify the Union President and bargaining unit employees of Personnel Policies amendments in advance of their effective date. Upon request of the Union, the Employer and Union shall discuss such changes pursuant to Article 25 (Labor-Management Conferences).

ARTICLE 29

RESIDENCY REQUIREMENTS

During the term of this Agreement, all employees shall be required to reside within a 20 mile radius of the Village of Glendale Heights or within the corporate limits of any incorporated city or Village that such 20 mile radius dissects.

ARTICLE 30

SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 31
TERM OF AGREEMENT

This Agreement shall be effective as of the date executed by the representatives of the Employer, and shall remain in full force and effect until April 30, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail at least one hundred-twenty (120) days prior to the anniversary date that it desires to modify this Agreement. Notices shall be considered given as of the date of the postmark. Written notice may be tendered in person, in which case the notice shall be effective upon receipt. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to any expiration date.

ARTICLE 32
COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter 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 not referred to or covered by this Agreement, whether or not (1) such matters were discussed during the negotiations which resulted in this Agreement, or (2) such matters were within the contemplation or knowledge of the Employer or the Union at the time this Agreement was negotiated and executed.

ARTICLE 33
MISCELLANEOUS

The parties agree that the duties formerly performed by the Chief Code Enforcement Officer may be transferred to the new position of Deputy Building Code Official, and that the duties formerly performed by the Assistant Planning and Zoning Administrator may be transferred to the new position of Plan, Zoning and Permit Supervisor.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, the parties hereto have set their hands this 6th day of
October 6, 2022, 2022.

VILLAGE OF GLENDALE HEIGHTS

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 31, LOCAL 3768

Date: October 6, 2022

Date: October 13, 2022

By: Chad R. Khoshan

By: [Signature]

ATTEST:

Marge Schmidt by
Debra Riet, Deputy Village Clerk
Village Clerk


AFSCME 3768
PRESIDENT

JENNIFER HARWOOD



APPENDIX "A"

OFFICIAL DEDUCTION AUTHORIZATION CARD



WE'RE STANDING TOGETHER

Together in a strong union, we have a voice in the decisions that affect our working lives. We can protect and improve our pay, health care, pension and rights on the job.

Through PEOPLE, we have the strength to help elect candidates who support working families and public services. At the state capitol, in city halls and on county boards, we can support policies that help union members.

YES! COUNT ME IN FOR A STRONG UNION. Sign and return to become an AFS-CME member.

PLEASE PRINT

First Name: _____ Middle Initial: _____ Last Name: _____
Home Address: _____ City: _____ State: _____ Zip: _____
Cell Phone: _____ Work Phone: _____ Home Phone: _____
Home Email: _____ Employer: _____ Department/Agency: _____
Job Classification: _____ Work Location: _____ Social Security Number (last 4 digits): _____

I hereby affirm my membership in AFS-CME Council 31, AFL-CIO and authorize AFS-CME Council 31 (the "Union") to represent me as my exclusive representative on matters related to my employment.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

I hereby authorize my employer to deduct from my pay each pay period that amount that is equal to dues and to remit such amount monthly to the Union. This voluntary authorization and assignment shall be irrevocable for a period of one year from the date of authorization and shall automatically renew from year to year, irrespective of whether I am or remain a member of the Union, unless I revoke this authorization by sending written notice by the United States Postal Service to the Union postmarked not more than 25 days and not less than 10 days before the expiration of the yearly period described above, or as otherwise provided by law. This card supersedes any prior check-off authorization card I signed.

Payments to the Union are not deductible as charitable donations for federal income tax purposes.

Signature: _____ Date: _____

*By providing your cell phone number you consent to receive calls (including recorded or automated calls, or texts) at that number from AFS-CME and its affiliated labor, political and charitable organizations on any subject matter. Your carrier's rates may apply. You may modify your preferences by emailing webaction@afscme31.org.

FOR AFS-CME COUNCIL 31 INTERNAL USE ONLY: Local Union No. _____

**AFS-CME
STRONG**

YES! I WANT A STRONG VOICE IN THE POLITICAL AND LEGISLATIVE PROCESS. Sign and return to become a PEOPLE contributor.

DEDUCTION PER PAY PERIOD: ☐ \$4.20 (MVP Club) ☐ OTHER: _____ EFFECTIVE PAY PERIOD: _____

PAYROLL CODE: _____ ASSOCIATION CODE: _____ EMPLOYEE I.D. NUMBER: _____

PEOPLE Jacket Size XS ☐ SM ☐ M ☐ L ☐ XL ☐ 2XL ☐ 3XL ☐ 4XL ☐ Received Jacket Yes ☐ No ☐

PEOPLE is Public Employees Organized to Promote Legislative Equality, the political and lobbying arm of AFS-CME.

I hereby authorize my employer and associated agencies to deduct each pay period the amount certified above as a voluntary contribution to be paid to AFS-CME Council 31, P.O. Box 2328, 615 South Second Street, Springfield, IL 62705, to be used in accordance with the by-laws of the PEOPLE Qualified Committee for the purpose of making political contributions. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal, and that I may revoke this authorization at any time by giving written notice.

In accordance with Federal Law, the PEOPLE committee will accept contributions only from members of AFS-CME and their families. Contributions or gifts to the PEOPLE Qualified Fund are not tax deductible as charitable contributions for Federal Income Tax purposes.

Signature: _____ Date: _____

**AFS-CME
PEOPLE**

EXHIBIT A
AFSCME PAY PLAN
EFFECTIVE 05/01/22 - 04/30/23

Positions	05/01/21 CONTRACT			05/01/22 CONTRACT			L-1	L-2	L-3	L-4	L-5	L-6	L-7	L-8
AF SCME BARGAINING UNIT MEMBERS	Min.	Mid.	Max.	Min.	Mid.	Max.	ENTRY	1st YR	2nd YR	3rd YR	4th YR	5th YR	6th YR	7th YR
N- Administrative Secretary	24.99	29.18	33.37	25.99	30.35	34.71	25.99	27.43	28.87	30.35	31.44	32.53	33.62	34.71
N- Office Technician	21.89	25.49	29.09	22.55	26.26	29.97	22.55	23.78	25.00	26.26	27.19	28.12	29.05	29.97
N- Police Records Technician I	22.28	25.87	29.46	22.95	26.65	30.35	22.95	24.18	25.40	26.65	27.58	28.50	29.43	30.35
N- Police Records Technician II	22.64	26.23	29.81	23.32	27.02	30.71	23.32	24.54	25.76	27.02	27.94	28.87	29.79	30.71
N- Police Services Specialist	22.93	26.53	30.12	23.62	27.33	31.03	23.62	24.85	26.07	27.33	28.26	29.18	30.11	31.03
N- P-T Office Tech	17.45	20.31	23.16	19.01	21.95	24.89	19.01	19.99	20.96	21.95	22.69	23.42	24.16	24.89
N- P-T Police Records Tech	17.80	20.67	23.53	19.37	22.32	25.27	19.37	20.35	21.32	22.32	23.06	23.80	24.54	25.27
N- Info. Systems Associate	27.90	33.48	39.06	29.02	34.83	40.63	29.02	30.94	32.86	34.83	36.28	37.73	39.18	40.63
N- Asst. Planning & Zoning Adm.	35.35	40.02	44.70	36.42	41.24	46.05	36.42	38.01	39.60	41.24	42.44	43.65	44.85	46.05
N- P-T Code Enforcement Officer	20.56	24.76	28.95	22.21	26.53	30.85	22.21	23.64	25.07	26.53	27.61	28.69	29.77	30.85
N- Code Enforcement Officer	27.76	33.17	38.57	28.60	34.17	39.73	28.60	30.44	32.28	34.17	35.56	36.95	38.34	39.73
N- Building Inspector	32.62	38.51	44.39	33.60	39.67	45.73	33.60	35.61	37.61	39.67	41.19	42.70	44.22	45.73
N- Accounting Tech	22.47	26.73	30.99	23.15	27.54	31.92	23.15	24.60	26.05	27.54	28.64	29.73	30.83	31.92
N- Utility Billing Supervisor	23.86	28.86	33.85	24.58	29.73	34.87	24.58	26.28	27.98	29.73	31.02	32.30	33.59	34.87
N- Evidence Officer	24.06	27.98	31.90	24.79	28.83	32.86	24.79	26.13	27.46	28.83	29.84	30.85	31.86	32.86
N- Telecommunicator Supervisor	28.29	33.68	39.06	29.14	34.69	40.24	29.14	30.98	32.81	34.69	36.08	37.47	38.86	40.24
N- Telecommunicator	25.99	30.91	35.82	26.77	31.84	36.90	26.77	28.45	30.12	31.84	33.11	34.37	35.64	36.90
N- Community Service Officer	22.67	26.97	31.26	23.36	27.78	32.20	23.36	24.82	26.28	27.78	28.89	29.99	31.10	32.20
E- Recreation Supervisor (Weekly Salary)	25.87	29.92	33.97	26.65	30.82	34.99	1066.00	1121.20	1176.40	1232.80	1274.80	1316.40	1358.00	1399.60
N- P-T Recreation Supervisor	21.77	25.16	28.55	23.46	26.95	30.44	23.46	24.62	25.77	26.95	27.83	28.70	29.57	30.44
N- Pre-School Director	23.13	26.67	30.20	23.83	27.47	31.11	23.83	25.04	26.24	27.47	28.38	29.29	30.20	31.11
N- Pre-School Teacher	18.65	21.96	25.28	19.21	22.63	26.04	19.21	20.34	21.47	22.63	23.48	24.34	25.19	26.04
N- Pre-School Assistant	13.87	16.29	18.71	14.29	16.79	19.28	14.29	15.12	15.94	16.79	17.41	18.04	18.66	19.28
N- Bus Driver	15.53	18.64	21.74	16.00	19.20	22.40	16.00	17.06	18.12	19.20	20.00	20.80	21.60	22.40
N- P-T Program & Facility Coordinators	13.87	16.29	18.71	14.29	16.79	19.28	14.29	15.12	15.94	16.79	17.41	18.04	18.66	19.28
N- Public Relations Associate	22.19	26.40	30.61	22.86	27.20	31.53	22.86	24.30	25.73	27.20	28.28	29.37	30.45	31.53
N- Senior Center Salon Coordinator	18.65	21.96	25.28	19.21	22.63	26.04	19.21	20.34	21.47	22.63	23.48	24.34	25.19	26.04
E- Lead Recreation Supervisor (Weekly Salary)	27.14	31.40	35.66	27.96	32.35	36.73	1118.40	1176.40	1234.40	1294.00	1338.00	1381.60	1425.60	1469.20
E- Lead Code Enforcement Officer	28.12	33.83	39.54	28.97	34.85	40.73	28.97	30.92	32.86	34.85	36.32	37.79	39.26	40.73
N- P-T Customer Service Associates	11.48		12.00	12.00		13.00	12.00 (through 12/31/2022) & 13.00 (Effective January 1, 2023)							

05/01/2022: 3.0% INCREASE TO ALL EXCEPT THE FOLLOWING:

\$1 Per Hour + 3% increase for the following positions: P-T Office Tech, P-T Police Records Tech, P-T Code Enforcement Officer and PT Recreation Supervisor

4.0% Increase: Administrative Secretary and Info. Systems Associate

**SIDE LETTER AGREEMENT REGARDING
WAGES FOR AFSCME BARGAINING UNIT EMPLOYEES**

This SIDE LETTER AGREEMENT is entered into by and between the VILLAGE OF GLENDALE HEIGHTS ("Village") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) COUNCIL 31 ("Union"), this 19th day of April, 2023.

WHEREAS, the Village and the Union are parties to a collective bargaining agreement that expires on April 30, 2025 ("Agreement"); and

WHEREAS, the Village is desirous of increasing the wages for bargaining unit members, so as to provide a 3% increase in wages, effective May 1, 2023.

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

SECTION 1. Effective May 1, 2023, Section 14.1, entitled "Wages," of Article 14, entitled "Wages," of the Agreement is hereby amended to provide as follows:

**ARTICLE 14
WAGES**

Section 14.1. Wages.

(a) Effective May 1, 2023, add an additional \$1.00 per hour for P-T Office Tech; P-T Police Records Tech; P-T Code Enforcement Officer; and P-T Recreation Supervisor. In addition, all bargaining unit members shall receive a 3.0% wage increase (following adding the \$1.00 per hour increase for those identified positions), except that effective January 1, 2023, the P-T Customer Service Associate position shall be paid \$13.00 per hour.

(b) Effective May 1, 2024, add an additional \$1.00 per hour for P-T Office Tech; P-T Police Records Tech; P-T Code Enforcement Officer; and P-T Recreation Supervisor. In addition, all bargaining unit members shall receive a 2.0% wage increase (following adding the \$1.00 per hour increase for those identified positions), except that commencing January 1, 2024, the P-T Customer Service Associate position shall be paid \$14.00 per hour.

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

If at any time during the term of this Agreement, the Village's state-shared revenue from the Local Government Distributive Fund ("LGDF") (which is the Village's share of the State income tax) is reduced by the General Assembly by 10% or more from the formula that was in place prior to July 1, 2017, but less than 30%, or if real estate taxes are frozen by the General Assembly, 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, and further provided that if the parties do not reach agreement regarding such reduction within thirty (30) days of the General Assembly's action, the wage increase for that relevant year for all bargaining unit members shall be in the amount of 1.5%, in lieu of the wage schedule shown on Exhibit A, which Exhibit A shall be modified accordingly to take effect thirty (30) days after the General Assembly's action.

If at any time during the term of this Agreement, the Village's state-shared revenue from the LGDF is reduced by the General Assembly by 30% or more from the formula that was in place prior to July 1, 2017, 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, and further provided that if the parties do not reach agreement regarding such reduction within thirty (30) days of the General Assembly's action, the wage increase for that relevant year for all bargaining unit members shall be in the amount of 0.5%, in lieu of the wage schedule shown on Exhibit A, which Exhibit A shall be modified accordingly to take effect thirty (30) days after the General Assembly's action.

SECTION 2. Effective May 1, 2023, Exhibit B of the Agreement is hereby amended as attached hereto.

SECTION 3. Effective May 1, 2024, Exhibit C of the Agreement is hereby amended as attached hereto.

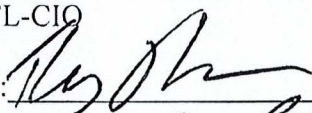
SECTION 4. All remaining terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Village and the Union have executed this Side Letter Agreement on the date first set forth hereinabove.

VILLAGE OF GLENDALE HEIGHTS

By: 

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME) COUNCIL 31,
AFL-CIO

By:  4/19/2023
By: RICK SURBER, STAFF REPRESENTATIVE

By:

EXHIBIT B
AFSCME PAY PLAN
EFFECTIVE 05/01/23 - 04/30/24

Positions	05/01/22 CONTRACT			05/01/23 CONTRACT			L-1	L-2	L-3	L-4	L-5	L-6	L-7	L-8
AFSCME BARGAINING UNIT MEMBERS	Min.	Mid.	Max.	Min.	Mid.	Max.	ENTRY	1st YR	2nd YR	3rd YR	4th YR	5th YR	6th YR	7th YR
N- Administrative Secretary	25.99	30.35	34.71	26.77	31.27	35.76	26.77	28.26	29.74	31.27	32.39	33.52	34.64	35.76
N- Office Technician	22.55	26.26	29.97	23.23	27.05	30.87	23.23	24.50	25.76	27.05	28.01	28.96	29.92	30.87
N- Police Records Technician I	22.95	26.65	30.35	23.64	27.46	31.27	23.64	24.90	26.16	27.46	28.41	29.37	30.32	31.27
N- Police Records Technician II	23.32	27.02	30.71	24.02	27.83	31.64	24.02	25.28	26.54	27.83	28.79	29.74	30.69	31.64
N- Police Services Specialist	23.62	27.33	31.03	24.33	28.15	31.97	24.33	25.60	26.86	28.15	29.11	30.06	31.02	31.97
N- P-T Office Tech	19.01	21.95	24.89	20.62	23.65	26.67	20.62	21.62	22.62	23.65	24.41	25.16	25.92	26.67
N- P-T Police Records Tech	19.37	22.32	25.27	20.99	24.03	27.06	20.99	22.00	23.00	24.03	24.79	25.55	26.31	27.06
N- Info. Systems Associate	29.02	34.83	40.63	29.90	35.88	41.85	29.90	31.88	33.85	35.88	37.37	38.87	40.36	41.85
N- Asst. Planning & Zoning Adm.	36.42	41.24	46.05	37.52	42.48	47.44	37.52	39.16	40.80	42.48	43.72	44.96	46.20	47.44
N- P-T Code Enforcement Officer	22.21	26.53	30.85	23.91	28.36	32.81	23.91	25.38	26.85	28.36	29.48	30.59	31.70	32.81
N- Code Enforcement Officer	28.60	34.17	39.73	29.46	35.20	40.93	29.46	31.36	33.25	35.20	36.63	38.07	39.50	40.93
N- Building Inspector	33.60	39.67	45.73	34.61	40.86	47.11	34.61	36.68	38.74	40.86	42.43	43.99	45.55	47.11
N- Accounting Tech	23.15	27.54	31.92	23.85	28.37	32.88	23.85	25.34	26.83	28.37	29.50	30.63	31.76	32.88
N- Utility Billing Supervisor	24.58	29.73	34.87	25.32	30.62	35.92	25.32	27.07	28.82	30.62	31.95	33.27	34.60	35.92
N- Evidence Officer	24.79	28.83	32.86	25.54	29.70	33.85	25.54	26.92	28.29	29.70	30.74	31.78	32.82	33.85
N- Telecommunicator Supervisor	29.14	34.69	40.24	30.02	35.74	41.45	30.02	31.91	33.80	35.74	37.17	38.60	40.03	41.45
N- Telecommunicator	26.77	31.84	36.90	27.58	32.80	38.01	27.58	29.31	31.03	32.80	34.10	35.41	36.71	38.01
N- Community Service Officer	23.36	27.78	32.20	24.07	28.62	33.17	24.07	25.58	27.08	28.62	29.76	30.90	32.04	33.17
E- Recreation Supervisor (Weekly Salary)	26.65	30.82	34.99	27.45	31.75	36.04	1098.00	1154.80	1211.60	1270.00	1312.80	1356.00	1398.80	1441.60
N- P-T Recreation Supervisor	23.46	26.95	30.44	25.20	28.80	32.39	25.20	26.39	27.58	28.80	29.69	30.60	31.50	32.39
N- Pre-School Director	23.83	27.47	31.11	24.55	28.30	32.05	24.55	25.79	27.03	28.30	29.24	30.18	31.12	32.05
N- Pre-School Teacher	19.21	22.63	26.04	19.79	23.31	26.83	19.79	20.96	22.12	23.31	24.19	25.07	25.95	26.83
N- Pre-School Assistant	14.29	16.79	19.28	14.72	17.29	19.86	14.72	15.57	16.42	17.29	17.93	18.58	19.22	19.86
N- Bus Driver	16.00	19.20	22.40	16.48	19.78	23.08	16.48	17.57	18.66	19.78	20.61	21.43	22.26	23.08
N- P-T Program & Facility Coordinators	14.29	16.79	19.28	14.72	17.29	19.86	14.72	15.57	16.42	17.29	17.93	18.58	19.22	19.86
N- Public Relations Associate	22.86	27.20	31.53	23.55	28.02	32.48	23.55	25.03	26.50	28.02	29.13	30.25	31.37	32.48
N- Senior Center Salon Coordinator	19.21	22.63	26.04	19.79	23.31	26.83	19.79	20.96	22.12	23.31	24.19	25.07	25.95	26.83
E- Lead Recreation Supervisor (Weekly Salary)	27.96	32.35	36.73	28.80	33.32	37.84	1152.00	1211.66	1271.60	1332.80	1378.00	1423.20	1468.40	1513.60
E- Lead Code Enforcement Officer	28.97	34.85	40.73	29.84	35.90	41.96	29.84	31.84	33.84	35.90	37.42	38.93	40.45	41.96
N- P-T Customer Service Associates	12.00		13.00	13.00		14.00	13.00 (through 12/31/2023) & 14.00 (Effective January 1, 2024)							

05/01/2023: 3.0% INCREASE TO ALL EXCEPT THE FOLLOWING:

\$1 Per Hour + 3% Increase for the following positions: P-T Office Tech, P-T Police Records Tech, P-T Code Enforcement Officer and PT Recreation Supervisor

EXHIBIT C
AFSCME PAY PLAN
EFFECTIVE 05/01/24 - 04/30/25

Positions	05/01/23 CONTRACT			05/01/24 CONTRACT			L-1	L-2	L-3	L-4	L-5	L-6	L-7	L-8
AFSCME BARGAINING UNIT MEMBERS	Min.	Mid.	Max.	Min.	Mid.	Max.	ENTRY	1st YR	2nd YR	3rd YR	4th YR	5th YR	6th YR	7th YR
N- Administrative Secretary	26.77	31.27	35.76	27.31	31.90	36.48	27.31	28.83	30.34	31.90	33.05	34.19	35.34	36.48
N- Office Technician	23.23	27.05	30.87	23.70	27.60	31.49	23.70	24.99	26.28	27.60	28.57	29.55	30.52	31.49
N- Police Records Technician I	23.64	27.46	31.27	24.12	28.01	31.90	24.12	25.41	26.69	28.01	28.99	29.96	30.93	31.90
N- Police Records Technician II	24.02	27.83	31.64	24.51	28.40	32.28	24.51	25.80	27.08	28.40	29.37	30.34	31.31	32.28
N- Police Services Specialist	24.33	28.15	31.97	24.82	28.72	32.61	24.82	26.11	27.40	28.72	29.69	30.67	31.64	32.61
N- P-T Office Tech	20.62	23.65	26.67	22.06	25.15	28.23	22.06	23.08	24.10	25.15	25.92	26.69	27.46	28.23
N- P-T Police Records Tech	20.99	24.03	27.06	22.43	25.53	28.63	22.43	23.46	24.48	25.53	26.31	27.08	27.86	28.63
N- Info. Systems Associate	29.90	35.88	41.85	30.50	36.60	42.69	30.50	32.52	34.53	36.60	38.12	39.65	41.17	42.69
N- Asst. Planning & Zoning Adm.	37.52	42.48	47.44	38.28	43.34	48.39	38.28	39.95	41.62	43.34	44.60	45.87	47.13	48.39
N- P-T Code Enforcement Officer	23.91	28.36	32.81	25.41	29.95	34.49	25.41	26.91	28.41	29.95	31.09	32.22	33.36	34.49
N- Code Enforcement Officer	29.46	35.20	40.93	30.05	35.90	41.75	30.05	31.99	33.92	35.90	37.37	38.83	40.29	41.75
N- Building Inspector	34.61	40.86	47.11	35.31	41.69	48.06	35.31	37.42	39.52	41.69	43.28	44.88	46.47	48.06
N- Accounting Tech	23.85	28.37	32.88	24.33	28.94	33.54	24.33	25.85	27.37	28.94	30.09	31.24	32.39	33.54
N- Utility Billing Supervisor	25.32	30.62	35.92	25.83	31.24	36.64	25.83	27.62	29.40	31.24	32.59	33.94	35.29	36.64
N- Evidence Officer	25.54	29.70	33.85	26.06	30.30	34.53	26.06	27.46	28.86	30.30	31.36	32.42	33.48	34.53
N- Telecommunicator Supervisor	30.02	35.74	41.45	30.63	36.46	42.28	30.63	32.56	34.48	36.46	37.92	39.37	40.83	42.28
N- Telecommunicator	27.58	32.80	38.01	28.14	33.46	38.78	28.14	29.90	31.66	33.46	34.79	36.12	37.45	38.78
N- Community Service Officer	24.07	28.62	33.17	24.56	29.20	33.84	24.56	26.10	27.63	29.20	30.36	31.52	32.68	33.84
E- Recreation Supervisor (Weekly Salary)	27.45	31.75	36.04	28.00	32.39	36.77	1120.00	1178.00	1236.00	1295.60	1339.60	1383.20	1427.20	1470.80
N- P-T Recreation Supervisor	25.20	28.80	32.39	26.73	30.40	34.06	26.73	27.94	29.15	30.40	31.32	32.23	33.15	34.06
N- Pre-School Director	24.55	28.30	32.05	25.05	28.88	32.70	25.05	26.32	27.58	28.88	29.84	30.79	31.75	32.70
N- Pre-School Teacher	19.79	23.31	26.83	20.19	23.78	27.37	20.19	21.38	22.56	23.78	24.68	25.58	26.48	27.37
N- Pre-School Assistant	14.72	17.29	19.86	15.02	17.64	20.26	15.02	15.89	16.75	17.64	18.30	18.95	19.61	20.26
N- Bus Driver	16.48	19.78	23.08	16.81	20.18	23.55	16.81	17.93	19.04	20.18	21.03	21.87	22.71	23.55
N- P-T Program & Facility Coordinators	14.72	17.29	19.86	15.02	17.64	20.26	15.02	15.89	16.75	17.64	18.30	18.95	19.61	20.26
N- Public Relations Associate	23.55	28.02	32.48	24.03	28.58	33.13	24.03	25.54	27.04	28.58	29.72	30.86	32.00	33.13
N- Senior Center Salon Coordinator	19.79	23.31	26.83	20.19	23.78	27.37	20.19	21.38	22.56	23.78	24.68	25.58	26.48	27.37
E- Lead Recreation Supervisor (Weekly Salary)	28.80	33.32	37.84	29.38	33.99	38.60	1175.20	1236.40	1297.20	1359.60	1406.00	1452.00	1498.00	1544.00
E- Lead Code Enforcement Officer	29.84	35.90	41.69	30.44	36.49	42.53	30.44	32.44	34.43	36.49	38.00	39.51	41.02	42.53
N- P-T Customer Service Associates	13.00		14.00	14.00		15.00	14.00 (through 12/31/2024) & 15.00 (Effective January 1, 2025)							

05/01/2024: 2.0% INCREASE TO ALL EXCEPT THE FOLLOWING:

\$1 Per Hour + 2% Increase for the following positions: P-T Office Tech, P-T Police Records Tech, P-T Code Enforcement Officer and PT Recreation Supervisor