COLLECTIVE BARGAINING LABOR AGREEMENT

BETWEEN

TEAMSTERS LOCAL 700
(Public Works)

AND

THE VILLAGE OF HOFFMAN ESTATES,
COOK AND KANE COUNTIES, ILLINOIS

BY ITS PRESIDENT AND BOARD OF TRUSTEES

January 1, 2013 – December 31, 2015

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ARTICLE I

Representation and Recognition

Section 1: Recognition

The Union is recognized by the Village as the bargaining representative for all bargaining unit employees, who are members of the Union, in the job classification of: Maintenance I, Maintenance II, and Maintenance III. Excluded from the bargaining unit are all other Village employees.

Section 2: Roster of Members

The Union Steward shall prepare a certified roster of the Union membership in the classifications outlined in Section 1 above and attach same to this Agreement as Appendix "A." The Union Steward shall also indicate next to any such member's name any official office such member holds with the Union. The Union Steward on or before December 31 of each calendar year shall deliver to the Village Manager an updated certified roster of the Union membership in the classifications outlined above including any official title such Union members hold with the Union.

Section 3: Gender

Wherever the male gender is used in this Agreement, it shall be construed to include male and female employees.

ARTICLE II

Management Rights

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all aspects including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to, the right:

a) To determine its mission, policies, and to set forth all standards of service offered to the public;

b) To plan, direct, control, schedule, and determine the operations or services to be conducted by employees of the Village;

c) To determine the methods, means, number of personnel needed to carry out the department's mission and compensation of employees;

d) To direct the working forces;

e) To hire, assign, or transfer employees;

f) To promote, demote, suspend, discipline or discharge for just cause and determine standards to be met (new employees in probationary period without cause);

g) To lay off or relieve employees due to lack of work or funds or for other legitimate reasons;

h) To make and enforce rules and regulations;

i) To introduce new or improved methods, equipment, or facilities;

j) To contract out for goods and services; and

k) To take any and all actions as may be necessary to carry out the mission of the Village and the Public Works Department in situations of civil emergency conditions as may be declared by the President of the Board of Trustees or the Village Manager. Said action may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended. All provisions of this Agreement shall be immediately reinstated once a civil emergency condition ceases to exist.

ARTICLE III

Dues Deduction and Fair Share

Section 1: Checkoff

Upon receipt of a signed authorization from an employee in the form set forth in Appendix "B," the regular monthly dues (in accordance with schedule provided by the Union) of the Union shall be deducted from such employee's pay. The Financial Officer of the Union shall notify the Department of Finance (with a copy to the Department of Public Works) by certified mail of the amount of union dues to be deducted. Deductions shall be made on the second payday of each month and shall be remitted promptly to the Financial Officer of the Union.

Section 2: Fair Share

Except as otherwise provided herein, during the term of this Agreement employees who are not members of the Union shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided said fair share fee shall not exceed ninety percent (90%) of the regular dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Union.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payers shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable

organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3: Indemnification

The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article. This indemnification provision shall not extend to errors that are solely the fault of the Village.

ARTICLE IV

No Discrimination – No Strike – No Lockout

Section 1: No Discrimination

In accordance with applicable federal and state statutes, the Village and the Union agree that neither shall unlawfully discriminate among employees in the application of the provisions of this Agreement because of an employee's race, color, religion, sex, national origin, sexual orientation, disability, marital status, status as a covered veteran or age.

Notwithstanding any provision of this Agreement, the Village may take all steps necessary to comply with the Americans with Disabilities Act. Any dispute regarding this section shall not be subject to the grievance procedure provided for in Article VI.

Section 2: Protection of Agreement

Neither the Village nor the Union, through their officers, members, representatives, agents or committees shall engage in any activity of any kind for the purpose of defeating or evading the terms of this Agreement.

Section 3: Union Membership

There shall be no discrimination, interference, restraint or coercion by the Village or any of its agents against any Public Works employee because of his membership in the Union or by the Union because a Public Works employee is not a Union member.

Section 4: Limitation on Union Activities During Working Hours

The Union, its members, agents, or representatives will not engage in any Union activities of any kind during the working hours of the Public Works employees, except as authorized pursuant to the provisions of this Agreement. Working hours shall be defined as those hours in which a Public Works employee receives compensation from the Village, except when a Public Works employee is on authorized vacation leave or holiday.

Section 5: No Lockout

During the term of this agreement, the Village agrees that there shall be no lockout of members of the Union due to a labor dispute.

Section 6: No Strike

During the term of this agreement, neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, speak, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. In the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 7: Responsibility of Union Steward

All employees covered by the terms of this Agreement who hold a position of steward, or other position of authority and trust in the Union, occupy a position of special trust and responsibility in maintaining and bringing about compliance with this Agreement, including the responsibility to remain at work during any interruption which may be initiated by other Public Works employees and to encourage the Public Works employees violation Article IV, Section 6, to return to work.

Section 8: Duty of Fair Representation

The Union agrees to fulfill its duty to fairly represent all members covered by this agreement. The Union further agrees to indemnify and hold harmless the Village from any and all liability, including monetary damages, which result from any failure on the part of the Union to fulfill its duty of fair representation.

Section 9: Personnel File

The Village agrees to abide by the requirements of the "Access to Personnel Records Act", 820 ILCS 40/1 et.seq.

ARTICLE V

Labor Management Meetings

Labor Management meetings between the Union representatives and management shall be arranged by the Village Manager or his designated representative upon request of either party only after the chain of command in the Public Works Department has been exhausted.

Labor Management meetings shall be called by the Village consistent with confidentiality, or other legal restrictions to advise the Union of any anticipated major changes affecting the working conditions of the bargaining unit employees. Arrangements for any consultation meetings shall be made five (5) working days in advance whenever possible and an agenda of matters to be taken up at the meeting shall be presented in writing at the time consultation meeting is requested.

Matters to be taken up in Labor Management meetings shall be only those included in the agenda and Union representatives shall be limited to no more than four (4) individuals at any one meeting.

When contact is required by the Union Representative on matters within the scope of this Article, the point of contact is the Village Manager. Where contact is required by management with the Union, the point of contact is the Chief Union Steward.

If the Union requests consultation, it shall bear the cost of expenses and compensation for its own representatives.

ARTICLE VI

Grievance Procedures

Section 1: Definition

A "grievance" is defined as a dispute or difference of opinion raised by an employee against the Village during the term of this Agreement regarding the alleged violation, misinterpretation or misapplication of an express provision of this Agreement only.

Section 2: Procedure

The parties acknowledge that it is usually most desirable for an employee and, if requested by the employee, a Union steward, to meet with the employee's immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, then in processing any grievance the following steps shall be adhered to:

STEP 1: Any employee who has a grievance shall submit the grievance in writing to the employee's immediate non-bargaining unit supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than five (5) working days from the date of the first occurrence of the matter giving rise to the grievance or within five (5) working days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within five (5) working days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Head of the Division in which the employee is assigned or the Division Head's designee within five (5) working days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Division Head or his designee shall render a written response to the grievance within five (5) working days after the grievance is presented.

STEP 3: If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Head of the department in which the employee is assigned or the Department Head's designee within seven (7) working days after receipt of the Village's answer at Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Department Head, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) working days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Department Head, or his designee, shall provide a written answer to the grievant and the Union within seven (7) working days following their meeting.

STEP 4: If the grievance is not settled at Step 3 and the grievant desires to appeal, it shall be referred by the grievant in writing to the Village Manager within seven (7) working days after receipt of the Village's answer at Step 3. Thereafter, the Village Manager or his designee and other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant and a Union representative within ten (10) working days of receipt of the grievant's appeal. If no agreement is reached, the Village Manager or designee shall submit a written answer to the grievant and the Union within seven (7) working days following the meeting.

Section 3: Arbitration

If the grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to binding arbitration, as described below, within ten (10) working days of receipt of the Village's written answer as provided to the Union at Step 4:

(a) The parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of the Union's written notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) working day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators each of whom shall be from Illinois and be a member of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike a name. The process shall be repeated and the person remaining shall be the arbitrator.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.

(c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.

(d) The arbitrator shall submit his/her decision in writing within thirty (30) working days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4: Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step One. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with in any way applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding on the parties.

Section 5: Time Limit for Filing

No grievances shall be entertained or processed unless it is submitted at Step 1 within five (5) working days after the first occurrence of the event giving rise to the grievance or within five (5) working days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the grievance shall be deemed denied at the step and the grievant may immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in the Article.

Section 6: Miscellaneous

No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty to be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

Section 7: Exclusivity of Grievance Procedure

The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

ARTICLE VII

Job Posting/Probationary Promotions

Section 1: Posting

If there is a permanent job opening which the Village has decided to fill, the opening shall be posted by the Village on the bulletin board and employees will have five (5) working days after the opening is posted to make an application for such opening. The Village retains the right to temporarily fill the opening by transfer or otherwise. Even though a job opening has been posted, the Village retains the right to decide whether or not it should be filled. Any employee on approved vacation leave on the date of a job posting will be entitled sufficient time to apply for the position upon returning from vacation.

Section 2: Orientation

A department supervisor or his designee will orientate the new employee.

Section 3: Probationary Promotions

When a promoted employee fails to pass his six-month probationary period as determined by the Village, he will be demoted to the position he had at the time of his promotion if the position has not been filled and at the rate of pay previously held. If the position has been filled, then the demoted employee will be returned to a position that best represents the use of the employee's skills as determined by the Village.

Nothing in this Section shall be construed as preventing the layoff of a less senior employee in order to accommodate the demotion, in accordance with Article XV.

A probationary period may be extended for an additional six months.

ARTICLE VIII

Union Access

Section 1: Visitation

The Village agrees that non-employee officers and representatives of the Union shall have reasonable access to the premises of the Village during working hours with advance notice to the appropriate Village representative. Such visitations shall be for the reasons of the administration of this Agreement. The Union agrees that such activities shall not interfere with the normal work duties of employees. The Village reserves the right to designate a meeting place or to provide a representative to accompany a Union officer where operational requirements do not permit unlimited access.

Section 2: Union Steward

The Union shall have the right to certify three (3) stewards to participate in the Grievance Procedure to the extent set forth in Article VI, Grievance Procedure, of this Agreement. In the absence of a steward, one (1) Local Union Representative may act in the capacity of a steward and may participate in the Grievance Procedure to the extent set forth in Article VI, Grievance Procedure, of this Agreement.

Section 3: Notification to Village

The Chief Steward shall notify the Village Manager, in writing, of the name of the Stewards and so certify. Said notification will be made within forty-eight (48) hours of the certification of the Steward by the Union.

Section 4: Union Representation

The Union Steward or other appropriate Local Union Representative may represent individual Union members in matters appropriate for Grievance handling as set forth in Article VI, Grievance Procedure.

ARTICLE IX

Sick Leave

Section 1: Annual Earnings

Sick leave benefits for employees shall be up to ninety–six (96) hours per year earned bi-weekly at the rate of 3.692 hours for each completed payroll period the employee has been paid for at least forty (40) hours. Said sick leave shall accumulate from year to year of continuous employment with the Village. Employees who have exhausted all sick leave benefits may, upon written request and subject to advance approval by the Village Manager or his designee, be permitted to use any accrued vacation time and/or accrued compensation days during additional sick time. Under special circumstances, advanced sick leave may be granted by advance approval of the Village Manager.

Employees shall not be paid for the first day of each sick leave occurrence beginning with the sixth (6) such occurrence in the fiscal year. An employee's pre-approved use of sick leave to attend a scheduled appointment with the employee's medical doctor or dentist during the employee's scheduled working hours will not be considered an occurrence under this paragraph.

Section 2: Usage

Sick leave may be used for an employee's illness, pregnancy and/or childbirth, off-duty injury or non work-related disability of an employee, or quarantine of an employee. Sick leave usage shall be charged to accrued time at a rate corresponding to employees daily work schedule. An employee may not use sick leave during the first ninety (90) days of employment.

Employees shall be eligible to receive paid sick leave when there is a sickness or disability involving a member of their immediate family, which requires the employee's personal care and attendance, provided that requiring the employee to report to work would cause a serious hardship on the member of the immediate family suffering from the illness or disability. For purposes of this

Section, the definition of immediate family shall mean the employee's spouse, child, parent, or parent-in-law.

In addition, an employee may, subject to advanced approval by the employee's Department Director or the Department Director's designee, be permitted to utilize accrued sick leave to attend a necessary appointment with the employee's medical doctor or dentist during the employee's scheduled working hours, provided that such appointment cannot be scheduled to occur during the employee's non-work time. The Department Director may limit the use of such sick leave to those hours traveling or actually attending the medical or dental appointment and may require the employee to work those scheduled hours, which do not conflict with the appointment.

Section 3: Reporting Sick Leave Absences

If an employee fails to call in sick prior to the start of his work day, that employee shall not be paid (or able to use available sick leave benefit) for that time away from work until the time he has made contact with a supervisor, unless such failure is justified by good cause acceptable to the Director of Public Works. Notwithstanding the above, if an employee fails to call in sick to a supervisor any time after two (2) hours past the start of his work day, that employee shall not be paid (or able to use available sick leave benefit) for the full work day or any portion thereof. Any employee absent three (3) or more consecutive work days, who is suspected of abusing sick leave or who has developed a pattern of sick leave usage shall furnish a statement from their attending physician certifying that absence from work was required due to illness and that they are fit to return to full duty.

The Village may require, at its discretion and at its expense, and whenever possible during normal working hours, that an employee take a medical physical in conjunction with the above sick leave release procedure. An employee shall provide the Village with accurate information

concerning the reason for sick leave usage, and cooperate fully with the Village in connection with any inquiries or medical examinations required under this Article.

Section 4: Sick Bank

During the term of this Agreement, employees will be eligible to participate on the same basis as other Village employees in any sick leave incentive program or the sick bank program that may be in effect for Village employees generally.

Section 5: Misuse of Sick Leave

Sick leave is not a right but a benefit provided by the Village in order to provide an employee protection against a loss of pay for a specific period of time due to illness.

The misuse of sick leave is a serious matter which cannot be accepted by the Village or the Union. The Village and the employees shall make every effort to correct the misuse of sick leave whenever it may be suspected of occurring. Abuse of the sick leave benefit shall be cause for disciplinary action up to and including discharge.

Section 6: Medical Leave of Absence

An employee who suffers an off-the-job injury or illness and is unable to return to work following exhaustion of all of his accrued sick leave benefits, vacation days, and holidays, and any Family Medical Leave as provided by Village policy, if applicable, upon request, may be granted a temporary leave of absence with the approval of the Village Manager. Such leave of absence, if granted, shall begin following the use of all accrued benefits and any Family Medical Leave provided by Village policy, if applicable, as described above. If the employee is permitted a Medical Leave of Absence, the Village Manager shall set the time period based on the circumstances in each specific case. The employee shall inform the Village in writing about the nature of the disability and length of time needed for leave. The request shall be accompanied by a written statement from an appropriate professional, which includes the, prognosis, and expected

duration of the disability. No sick leave, vacation, holiday or seniority benefits will accrue to the employee during the temporary leave of absence and any holidays, which may occur during the leave, shall be forfeited.

Failure to apply for such leave within seven (7) days upon expiration of sick leave benefits will result in automatic termination, unless the employee is able to demonstrate that extraordinary circumstances beyond his control prevented him from applying for such leave within the seven (7) day period.

If an employee is determined by appropriate professionals to be permanently disabled and unable to perform the essential duties of his position with reasonable accommodation, as the result of an injury or illness, the employee shall be terminated, effective on the date of such decision by the Village Manager.

Section 7: Sick Leave Separation Incentive

A sick leave incentive program of the following terms and conditions shall be in effect in order to reduce the amount of sick time usage.

Part One: In order to be eligible to receive this benefit, a separating employee must have as least twenty (20) years of continuous service with the Village and a minimum of one thousand (1,000) hours of unused accrued sick leave as of the date of his resignation from the Village.

Part Two: Upon separation from employment, the appropriate value of an eligible employee's accrued sick leave hours accrued pursuant to the Sick Leave Incentive Payout Schedule below will automatically be applied to the purchase of retiree health insurance or the reimbursement of out-of-pocket medical expenses, for such employee or his eligible dependents.

Sick Leave Incentive Payout Schedule

1,000 hours	30%	(300 hours)
1,001 – 1,600 hours	35%	(210 hours)
1,601 – 2,400 hours	40%	(320 hours)

Maximum benefit: 830 hours

There shall be no cash payout to the employee for any sick leave, and the application of

the sick leave benefit described herein shall be pursuant to a plan established by the Village in compliance with Section 105 of the Internal Revenue Code of 1986, as amended, and the applicable regulations. The maximum benefit shall be eight hundred and thirty (830) hours, valued at the employee's existing rate of pay at the time of separation from employment.

Part Three: This sick incentive described herein shall be available for use following an eligible employee's last day of employment with the Village, subject to the conditions specified in Parts One and Two.

Part Four: For purposes of this Section, no employee covered by this agreement shall substitute scheduled or unscheduled vacation or other paid leave for necessary sick time.

ARTICLE X

Rules and Regulations

Section 1: The Union and the Village agree that each will encourage employees to comply, in full, with all Public Works Departmental rules, regulations, orders and directives and the Village of Hoffman Estates Personnel Policy Manual that are not in conflict with provisions of the Agreement.

Work rules, regulations, policies, procedures and general orders of the Department in effect on the effective date of this Agreement or issued after the effective date of this Agreement shall remain in full force and effect if not in conflict with any article or section of this bargaining Agreement.

Section 2: Precedence of Agreement

If there is any conflict between the written provisions of this Agreement and the written provisions of any Village ordinance, Village Personnel Policy Manual or departmental policy, rule or regulation, which may be in effect from time to time, the written terms of this Agreement shall take precedence.

ARTICLE XI

Health and Safety Committee

Section 1: Committee Selection

The Department of Public Works shall have an employee Safety Committee comprised of five (5) persons. The Director of Public Works shall choose one (1) person from the Department. The Union shall choose one (1) person from each of the following three (3) divisions: Water and Sewer, Street, remaining work groups. The Union shall also select one (1) additional member at large and in any event shall appoint no more than two (2) persons of any similar classification.

Section 2: Committee Purpose

In accordance with Village procedures, the responsibilities of the Safety Committee include:

1. Review any work-related accidents in the department, and present recommendations to the department head. These recommendations may include suggestions for better safety techniques or equipment.

2. Identify unsafe working conditions and practices and make recommendations for their correction.

3. Periodically make safety inspections of the department and forward recommendations to the department head.

4. Safety Committees shall encourage employee input regarding safety suggestions.

5. Any employee involved in a matter under review by the Committee shall be given the opportunity to verbally discuss the incident with the Committee.

The Union recognizes the importance of this Committee and agrees to make any changes in membership necessary to maintain the Committee's integrity and to avoid a conflict of interest.

Section 3: Meetings

Safety Committee meetings shall be scheduled on a monthly basis or as needed, and any suggestions should be referred to the Village Manager. The minutes of the Safety Committee meetings shall reflect verbatim verbal and written statements, questions and suggestions submitted to the Chairman during the Safety Committee meeting. The Village shall respond to reasonable questions and suggestions submitted during the Safety Committee meetings. The Village's response shall be provided at the following Safety Committee meeting and the minutes shall reflect verbatim said response.

Section 4:

The parties agree to cooperate in fulfilling all obligations under applicable laws providing for a safe and healthful workplace.

ARTICLE XII

Union Bulletin Boards

Section 1: Bulletin Boards

The Village agrees to provide an area in the garage for the Union to post one (1) bulletin board. Also, space in the Building & Grounds work area of the Village Hall will be provided for the union to post one bulletin board.

Section 2: Size

The bulletin board space at the garage shall not exceed three (3) feet by three (3) feet. The bulletin board space at the Village Hall will not exceed two (2) feet by two (2) feet.

Section 3: Use

The Union bulletin boards shall be used for posting of Union notices and shall be restricted to the following:

a) Notice of Union recreational and social activities;

b) Notice of Union elections and results of such elections;

c) Notice of Union appointments;

d) Notice of Union meetings, committee meetings, and reports and minutes of said meetings;

e) If the Union desires to post any other information or material, the Union shall first submit a copy of same to the Director of Public Works for his approval. The Director of Public Works shall have the sole discretion to approve or disapprove of said posting.

Section 4: Removal of Posted Material

Any material posted on the Union bulletin boards not on file with the Director of Public Works shall be removed by a supervisor accompanied by a Local Union Steward or representative.

Section 5: Union Responsibility

All cost incident to preparing and posting of Union material will be borne by the Union. The Union is responsible for posting and removing approved material on its designed bulletin boards and for maintaining such bulletin boards in an orderly condition.

ARTICLE XIII

Sub-Contracting

Section 1: General Policy

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency.

Section 2: Notice and Discussion

Except where an emergency situation exists, before the Village changes its policy involving the overall sub-contracting of work in a general area, where such policy change amounts to a significant deviation from past practice which will result in the loss of work of a significant number of bargaining unit employees, the Village will notify the Union and offer the Union an opportunity to discuss the desirability of sub-contracting such work.

ARTICLE XIV

Working Out of Classification

Section 1: Pay for Work Out of Classification

Public Works employees requested to work temporarily in any classification above the one currently held shall receive $1.60 per hour in addition to the employee's base rate of pay for the time said employee is working in the higher classification.

Section 2: Selection of Employees to Work Out of Classification

The selection of Public Works employees to work out of classification shall be the responsibility of the Superintendents, or their designee.

If an employee(s) is needed to perform temporary assignment(s) in another division other than the one normally assigned to, the Village will make a reasonable effort to find a volunteer(s). If no one volunteers, or the assignment requires a particular person's skills or qualifications, the Village shall select a qualified person in reverse seniority order.

Unless a particular person's skills or the amount of training involved require his or her continued presence in a temporary position, a temporary assignment will not exceed 60 work days, at which time a different person shall be selected. This process shall continue until the job assignment is completed.

It is specifically understood that this Section shall not pertain to any assignments that are a normal and regular part of an employee's out-of-division assignments or emergency responsibilities; e.g., snow and ice control, emergency response, etc.

ARTICLE XV

Seniority & Layoffs

Section 1: Probationary Period – New Employees

All new employees shall be on probation for a period of one (1) year of work, and shall be subject to discharge, demotion, layoff or otherwise dismissed by the Village at its option. Neither the reason for nor the above-referenced action may be the subject of a grievance. The probationary period may be extended by the Village Manager for an additional three (3) month period.

Section 2: Seniority and Seniority List

Seniority shall be based on the length of continuous full-time service with the Village. The Village shall furnish the Union with seniority lists of all employees covered by this Agreement within the departmental and operational divisions on or before January 1 of each year. Any difference of opinion regarding the lists, if not mutually resolved, may be processed as a grievance.

Seniority will be used on a department wide basis to determine scheduled and holdover overtime provided that the most senior employee is qualified to do the work. To determine the observance of a Designated Holiday and any Call Duty, divisional seniority will be used provided the most senior employee available to meet the staffing requirements is qualified. If the department's staffing needs are not filled going through the applicable seniority list, then an inverse seniority order will be used to meet staffing needs. The inverse process will start with the least senior employee qualified to do the work for scheduled overtime, holdover overtime, Designated Holidays and Call Duty staffing assignments. The Union shall provide the department's management with a list of those employees off for the observance of Designated Holidays by February 1 of each year. Snow and Ice route assignments will be made based on department seniority for the initial call-out of employees on a Salting Roster. An inverse order of qualified

senior employees will be used to fill any empty slots on the Rosters. It is understood that during continuing snow and ice operations, originally selected route assignments will not be in effect.

Section 3: Termination of Seniority and Employment

Seniority and employment shall be terminated when an employee:

a) is absent for three (3) consecutive workdays without reporting the reason for such absence to the Village and the expected date of return. Such person shall be considered to have quit without notice. If the employee does not return to work on the date that he indicated, it will be necessary for the absent employee to again notify the Village, and failure to do so shall be considered a quit.

b) is laid off or absent for any other reason for a period of time equal to his seniority or twelve (12) months, whichever is less (except that absence due to sickness or occupational injury does not apply).

c) fails to return from an approved leave of absence, including sick leave, on the workday following the expiration of the leave.

d) quits or retires.

e) is discharged.

Section 4: Layoffs

In the event the Village determines that a layoff is necessary during the remainder of the term of the contract, employees will be laid off by job classification from the affected division in reverse order of hire, provided that at the Village's determination, the remaining employees in the department division can fully perform the remaining work. Prior to any layoff of a full-time employee in a classification and/or division, all seasonal, part-time, temporary or probationary employees in the affected classification and/or division shall be laid off or terminated. An employee will be notified in writing of his layoff.

When an employee in an affected division is laid off, that employee, if in a higher classification, will have the opportunity to displace the least senior (based on department seniority) bargaining unit employee within the same job classification, if applicable, or in the next lower job

classification, provided he is qualified to fully perform the remaining work of the bargaining unit employee displaced.

The compensation of a laid off employee displacing another bargaining unit employee in the same job classification will remain the same. If the laid off employee, who is displacing a bargaining unit employee in a lower job classification, is at a rate of pay higher than the salary range maximum of the lower job classification, the employee will be placed at that range's maximum rate of pay. If the laid off employee's compensation is at a rate of pay lower than the salary range maximum of the lower job classification, the employee will be placed at the next lower pay step of that salary range that closest corresponds to the rate of pay in the former higher job classification.

The following provisions shall be applicable to any non-probationary full-time employees who are laid off by the Village during the time that they have recall rights:

1. An employee shall receive full pay for all earned and unused vacation time and floating holidays.

2. If an employee with at least three years seniority voluntarily elects to be terminated rather than being laid off and thereby forfeiting any right to recall, said employee shall receive two (2) weeks salary as severance pay.

3. An employee shall be on a recall list for a period of time equal to his seniority or 12 months, whichever is less.

4. Employees shall have the right to maintain insurance coverage under COBRA by paying in advance the full applicable monthly premium (employer and employee co-payments) for employee's coverage in effect prior to the layoff.

5. An employee shall have the right to apply for vacancies at any position covered by this Agreement which the Village has decided to fill, provided the Village has the right to determine whether the employee is qualified to fill any such vacancy. If two or more employees on layoff apply for the same position, which the Village is seeking to fill and the Village has determined that their qualifications are equal, the position shall be awarded to the employee with the greatest seniority.

Section 5: Recall

If there is a recall in the employee's departmental division, employees who are still on the recall list in said departmental division shall be recalled in the inverse order of their layoff. If any employee is recalled from layoff, the employee shall be automatically restored to the rate of pay which he received prior to the layoff, provided the employee is restored to his original job.

Employees who are eligible for recall shall be given seven (7) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Village of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Village with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Section 6: New Hires

The Village shall not hire any new employees at any time unless all present regular employees covered by this Agreement are working a full forty (40) hour week.

Section 7: Discharges

Any employee may be discharged, and any dispute arising as a result of such discharge, with the exception of discharges of new employees on probation, shall be subject to the grievance procedure as herein provided.

ARTICLE XVI

Normal Workday/Workweek

Section 1: Application

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

Should the Village need to restructure the normal workday or workweek, existing qualified employees may volunteer, in seniority order, to fill that position(s). If sufficient staffing is not met through volunteers, the position or remaining positions of the restructured work schedule shall be filled through an inverse order of seniority from those qualified bargaining unit employees hired after January 1, 2000. In order to provide qualified trained staff for a restructured work schedule under the terms of this Section, the Village may temporarily assign a qualified bargaining unit employee through seniority to the restructured schedule to train a permanently assigned employee or provide coverage while that employee is attending training. A temporary assignment shall not extend more than thirty (30) workdays for any one employee.

Section 2: Calendar Week

Departmental calendar week shall be from 12:00 a.m. Sunday to 11:59 p.m. Saturday.

Section 3: Normal Workweek and Workday

Except as provided elsewhere in this Agreement, the normal workweek shall consist of forty (40) hours per Departmental Calendar week and such additional time as may, from time to time, be required in the judgment of the Village to serve the citizens of the Village. A normal workday may

be interrupted by an unpaid lunch period and consist of two breaks totaling no more than 30 minutes combined.

ARTICLE XVII

Overtime

Section 1: Overtime Pay

Employees covered by this Agreement shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all authorized hours of work in excess of forty (40) hours in a workweek as required by the Fair Labor Standards Act or as provided for in Section 4 of this Article. For purposes of this Article, "hours of work" shall mean hours actually worked plus scheduled vacation time, floating holidays, designated holidays and compensation time and shall not include sick time, or any other non-work time, as stated in the Fair Labor Standards Act.

Employees have the option of converting earned overtime to compensation time (one hour-of overtime equals one and one-half hours of compensation time) in an amount not to exceed sixty-four (64) total hours of unused compensation time at any given time. Said time may be scheduled off up to a maximum of forty-eight (48) hours in any one calendar year with the approval of the employee's non-bargaining unit supervisor and a forty-eight (48) hour notice of intent to take said time is required. Employees may, at their option, cash out up to forty (40) hours of their accrued compensation time on an annual basis. Said payment will be made as a separate check only on the first payroll of each December.

Section 2: Holiday Time

Inclusive of holiday pay at an employee's regular hourly rate of pay, an employee shall be paid two-and-one-half (2-1/2) times his regular straight time hourly rate for all hours worked on any of the seven (7) designated holidays.

Section 3: No Pyramiding

Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates.

Section 4: Overtime Payment

An employee who works any hours between 4:30 p.m. and his regular starting time as determined by the Village shall be compensated at one-and-one half (1-1/2) times their regular straight time hourly rate of pay. On any day this occurs, an employee will not be guaranteed eight hours of straight time pay, or permitted to extend any portion of the day with other benefit compensation. Furthermore, it is understood that after an employee has worked a combination of forty (40) hours of straight time and overtime in any single workweek, there will be no guarantee of additional working hours in that same workweek.

Section 5: Overtime Selection

No non-bargaining unit employee will take scheduled overtime work which can be performed by a bargaining unit employee until scheduled overtime opportunities have been posted for twenty-four (24) hours. Notice of scheduled overtime opportunities shall be posted with the date and time of the posting. After the twenty-four (24) hour notice, any qualified member of the department, including non-bargaining unit employees, may sign up. The Village agrees to make a reasonable effort to offer non-emergency bargaining unit overtime to bargaining unit employees who are qualified and capable of performing the work and can respond in a satisfactory response time. The remedy for any error in assignment to overtime shall be to assign the employee the next available overtime.

This provision shall not apply to and is not intended to limit or restrict the Village's right to subcontract for services, as provided in Article XIII.

ARTICLE XVIII

Call Duty/Call Back

Section 1: Call Back

An employee called back to work after having left work shall receive a minimum of two (2) hours at the applicable overtime rate unless the time extends to his regular work shift at which time the employee's straight time rate would apply or unless the individual is called back to rectify his own error.

Section 2: Call Duty

The Village may institute a call duty policy, which may apply to all bargaining unit employees. Effective January 1, 2013, when an employee is required to be on call duty after hours on their regularly scheduled work days (M – F, or Tues. – Sat.), he shall receive $50 or one and one half (1.5) hours of compensation time for each call duty tour. When an employee is required to be on call duty during their non-scheduled work days (Sat. – Sun or Sun. – Mon.) or a Village Designated Holiday, he shall receive $75 or one and one half (1.5) hours of compensation time. A tour is defined as 24 hours. Employees required to be on call duty shall be provided thirty (30) days notice except in exigent circumstances.

Section 3: Heavy Equipment Operator Call Duty

Employees designated and classified as Heavy Equipment Operators are required to be available for HEO work such as utility excavations. Effective January 1, 2013, when said employee is required to be on this call duty after hours on their regularly scheduled work days (M – F, or Tues. – Sat.), he shall receive $50 or one and one half (1.5) hours of compensation time for each call duty tour. When an employee is required to be on call duty during their non-scheduled work days (Sat. – Sun. or Sun. – Mon.) or a Village Designated Holiday, he shall receive $75 or one and one half (1.5) hours of compensation time for each tour of duty. A tour is defined as 24 hours.

The Union will provide a complete HEO Call Duty Schedule to the Department fourteen (14) days prior to the upcoming month's call duty. If the schedule is submitted incomplete, the Department will complete the schedule from the designated HEO personnel list.

ARTICLE XIX

Heavy Equipment Operator Program

1) The HEO program is established for operators of equipment required in earth excavations using the backhoe such as for water main repair, hydrant and valve replacement in close proximity to other utilities. A minimum one (1) year commitment is required of program participants.

2) The Department will designate up to six (6) HEO positions annually thereafter based on an operator's continued skill and ability on the equipment and the operator's safety record with the equipment. In the Department's determination, additional designated HEOs may be added to the program to address operational needs.

3) The Department will maintain a secondary pool of personnel who have HEO skills and abilities (as determined by the Department) that will be eligible to sign up for the HEO Call Duty Program to supplement the designated HEOs. These individuals are considered as HEOs in training and will be assigned to this secondary pool by the Department and would only be eligible for a designated HEO position based on meeting the criteria as established in #2 above.

4) A Call Duty program is established to provide coverage seven (7) days per week as provided in Article XVIII, Section 3. The call duty should be equally divided between the designated HEOs. However, the call duty list may be supplemented with a secondary pool of employees that are approved by the Department. The minimum participation level of the designated HEOs shall be 6 weeks per year. All HEOs, as with all other department personnel, are required to respond to emergencies or other types of call-outs, however, not as first responders, that involve multiple personnel participation such as would be the case for snow removal operations, flooding or other events of a significant magnitude that may not involve equipment operation. The Union will provide a complete HEO Call Duty Schedule to the Department fourteen (14) days prior to the upcoming month's call duty. If the schedule is submitted incomplete, the Department will complete the schedule from the designated HEO personnel list. Any schedule changes must be approved by a Supervisor prior to the change.

ARTICLE XX

Salary Schedule and Fringe Benefits

Section 1: Salary Schedule

Effective January 1, 2013, the following step increases and wage adjustments shall be in effect for bargaining unit position classifications in accordance with the schedule below. Beginning on the employee's next anniversary date, union employees not at the top step will advance to the next step in the salary schedule on said anniversary date. Additionally, members will be eligible for any other VSP offered on or before December 2015 to any other bargaining unit in the Village.

A. Maintenance Worker I

Service	1/1/2013	1/1/2014	1/1/2015
Starting	$48,021	$49,222	$50,452
Aft. 1 yr	$49,581	$50,821	$52,091
Aft. 2 yrs	$52,060	$53,361	$54,695
Aft. 3 yrs	$54,661	$56,028	$57,428
Aft. 4 yrs	$57,397	$58,832	$60,303
Aft. 5 yrs	$60,266	$61,773	$63,317
Aft. 6 yrs	$63,279	$64,861	$66,483
Maximum	$66,756	$68,425	$70,136

MI HEO

Position	1/1/2013	1/1/2014	1/1/2015
MI HEO	$68,092	$69,794	$71,539

If an MI HEO is not at the maximum step, then 2% will be added to the employees current wage step.

B. Maintenance Worker II

Service	1/1/2013	1/1/2014	1/1/2015
Starting	$52,294	$53,602	$54,942
Aft. 1 yr	$54,908	$56,281	$57,688
Aft. 2 yrs	$57,656	$59,098	$60,575
Aft. 3 yrs	$60,539	$62,052	$63,603
Aft. 4 yrs	$63,565	$65,155	$66,783
Aft. 5 yrs	$66,744	$68,412	$70,123
Aft. 6 yrs	$70,078	$71,830	$73,626
Maximum	$73,897	$75,745	$77,638

MII HEO/Crew Leader

Position	1/1/2013	1/1/2014	1/1/2015
MII HEO/ Crew Leader	$75,375	$77,260	$79,191

If an MII HEO/Crew Leader is not at the maximum step, then 2% will be added to the employees current wage step.

C. Maintenance Worker III

Service	1/1/2013	1/1/2014	1/1/2015
Starting	$56,084	$57,486	$58,923
After 1 yr	$58,886	$60,358	$61,867
After 2 yrs	$61,832	$63,378	$64,962
After 3 yrs	$64,921	$66,544	$68,208
After 4 yrs	$68,169	$69,873	$71,620

After 5 yrs	$71,579	$73,368	$75,203
After 6 yrs	$75,158	$77,037	$78,963
Maximum	$79,075	$81,052	$83,078

D. Stipends The Village may recognize in the form of a monetary stipend those additional skills, abilities or duties of unit employees attained through certifications, licenses or training that are deemed of value to the Village's operations. The authorized stipends with the total number of employees eligible and the qualifying requirements for these stipends to be determined by the Village.

Certifications -- Work designated under a certification must be performed on a regular basis with re-certifications and renewal requirements being met in order to continue to receive the stipend. A maximum of twenty-two (22) certifications will be paid per employee.

Crew Leader – The Department will designate annually, based on operational functions, up to six (6) crew leader positions who assign and coordinate the work activities of at least two (2) other bargaining unit employees over the majority of the work year. In the Department's determination, additional designated crew leaders may be added to the program to address operational needs.

E. Snow and Ice Operations The Snow and Ice operations of the Village are an emergency service and not subject to the provisions of the Call-Duty Section of ARTICLE XVIII or other provisions of this Agreement. Snow and Ice operations are in effect from December 1 of a calendar year through April 1 of the next calendar year. Two (2), twelve 12-hour Salting Rosters (A.M. and P.M.), filled on a seniority basis, are maintained throughout the season. For each hour, outside an employee's regularly

scheduled workday, on either the A.M. or P.M. Salting Roster that employee will receive a stipend of one dollar and thirty cents ($1.30) per hour effective January 1, 2013. Effective January 1, 2014 that employee will receive a stipend of one dollar and thirty-five cents ($1.35) per hour. Effective January 1, 2015 that employee will receive a stipend of one dollar and forty cents ($1.40) per hour. The total stipend will be paid in a separate check to all eligible employees on May first of each year along with the uniform allowance, when applicable. If an employee should separate from Village service during a Snow and Ice season any eligible Salting Roster stipend due will be processed with the employee's final payout.

To address snow and ice emergencies outside of the declared Snow and Ice Season (Dec 1st – April 1st) a voluntary sign up list will be posted on an as needed basis by management staff. Employees that sign up will receive 16 hours of stipend pay at the current stipend rate per hour for weekdays and 24 hours of stipend pay for weekends and holidays. Said employees will be required to respond for the 24 hour period posted, if contacted to address a snow and ice emergency. Should the Village not receive an adequate number of union employee sign ups, then union employees will be contacted in reverse seniority order to address the emergency. If after contacting all union staff there still remains an inadequate number of responding union employees, the Village will deploy non-union staff or auxiliary drivers to address the emergency.

Wages for members of the bargaining unit shall be adjusted during the term of the 2013 - 2015 Agreement only according to the schedule set forth in Subsections A, B and C. The Village and the Union agree that the wage increases contained in Subsections A, B and C are minimum increases, and that the Village may, at its discretion, provide discretionary increases to any or all employees at any time, including but not limited to performance, range or market adjustments.

Section 2: Designated Holidays.

The following are the seven (7) designated holidays to be observed by the unit:

New Year's Day	--	January 1
Memorial Day	--	Last Monday in May
Independence Day	--	July 4
Labor Day	--	1st Monday in September
Thanksgiving Day	--	4th Thursday in November
Christmas Eve	--	December 24
Christmas Day	--	December 25

The procedure for taking holidays is outlined under the Designated Holiday section of the Personnel Policy Manual, as the Village may change from time to time. Holiday time shall be paid at a rate corresponding to employees daily work schedule (e.g., eight (8) hour work days).

Section 3: Floating Holidays

Members of the unit shall be entitled to floating holidays totaling forty (40) hours to be used at the discretion of the employee subject to the approval from the department head. They shall be subject to procedures outlined in the Personnel Policy Manual, as the Village may change from time to time.

In January of each fiscal year, an employee may be entitled to one (1) additional floating holiday if during the twelve (12) months of the preceding fiscal year they had no more than two (2) sick leave occurrences. Additionally, an employee may be entitled to two (2) additional floating holidays if during the twelve (12) months of the preceding fiscal year they had no more than one (1) sick leave occurrence. Floating holidays may be taken in four (4) hour increments corresponding to the assigned work schedule. Employees must request the use of floating holidays in writing with forty-eight (48) hours notice.

Section 4: Health Insurance

The Village and employees covered under this contract shall pay the monthly premium cost for the hospitalization and major medical insurance plan or the HMO option subject to the following schedule:

	1/1/2013	**1/1/2014**	**1/1/2015**
Employee Share	10% Single/ Family Premium	10% Single/ Family Premium	11% Single/ Family Premium
Village Share	Remainder	Remainder	Remainder

The employee contributions required under this Section shall be deducted from the employee's paycheck. Employee contributions required under this Section shall be in addition to employee deductibles or cost sharing required under the Village insurance plan.

The Union agrees the Village retains the right to change carriers or otherwise provide for coverage (e.g., self-insurance) as long as the level of benefits remains substantially the same.

Notwithstanding the provisions of this Section, the parties agree that if the Village makes any changes or modifications with respect to co-payments and/or deductibles for out-patient surgical procedures and/or with respect to co-payment levels of the indemnity plan (now at 80/20), that are applicable to other regular full-time Village employees, then such changes or modifications shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to other regular full-time Village employees provided, however, that written notice thereof is provided to the Union at least thirty (30) days prior to the effective date of such changes and/or modifications.

The parties agree that the Village may take actions to comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA).

Section 5: Miscellaneous

It is agreed that the extent of the Village of Hoffman Estates' obligation under Section 5 (Health Insurance) of this Article is limited solely to the payment of the cost of the insurance premium program provided thereunder, and employees and their dependents and beneficiaries shall be entitled to benefits, if any, only in accordance with and governed by the terms and conditions of the insurance policy, or policies, issued to provide such benefits. The Village of Hoffman Estates shall not itself be obligated to pay any insurance benefits provided for in said sections of this Articled directly to employees or their dependents or beneficiaries.

The failure of any insurance carrier, or carriers, to provide any benefit for which it has contracted shall result in no liability to the Village of Hoffman Estates. Additionally, such failure will not be considered a breach by the Village of Hoffman Estates of any obligation undertaken under this or any other agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the Village of Hoffman Estates, employee, or beneficiary, or dependent of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

Should there be a dispute between an employee (or his beneficiary or dependent) and the insurance carrier, or carriers, or the processor claims, this dispute shall not be subject to the grievance procedure provided for in this Collective Bargaining Agreement between the Village of Hoffman Estates and Local 700.

The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage as long as the basic level of coverage remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions

except in emergency situations, and mandatory out-patient elective surgery for designated surgical procedures.

Section 6: Vacation Schedule

Length of Service	Annual Earnings
Starting the 1st payroll to 3rd year anniversary	a rate of 2 weeks
Beginning of the 4th year to 10th year anniversary	a rate of 3 weeks
Beginning of the 11th year to 16th year anniversary	a rate of 4 weeks
During the 17th year	a rate of 4 weeks + 1 day
During the 18th year	a rate of 4 weeks + 3 days
Beginning of the 19th year and each year thereafter	a rate of 5 weeks

Employees following the term of the CBA and Department policies may use accrued vacation time up to the accrued balance. Thus new employees can use vacation during the first year of employment. The bi-weekly accrual of vacation time has an automatic carry-over of up to one-and-one-half an employee's annual earnings (i.e., two (2) weeks annual earning – three (3) annual weeks maximum accrual, four (4) weeks annual earnings – six (6) weeks maximum accrual) An employee who reaches the maximum accrual limit of vacation will cease earning vacation benefit until such time that the total vacation time balance is below the maximum limit. At that time, vacation benefit will resume accruing bi-weekly. Any vacation time canceled by the Village will not be lost to the employee nor count against the maximum accrual. However, such canceled time must be used within six (6) months of cancellation. Up to five (5) vacation days per anniversary year may be taken in four (4) hour increments corresponding to one-half of the assigned daily work schedule. All other vacation time must be taken in full-day (eight (8) hour increments). Employees must provide ten (10) days written notice of vacation of five (5) days or more and forty-eight (48) hours written notice to use vacation of less than one (1) week. All use of vacation time is subject to approval by the supervisor.

Each employee shall be allowed three (3) exemptions per calendar year from the forty-eight (48) hour advance notice requirement, provided that a valid reason exists. An employee may not use the exemption for vacation in excess of a full work day increment (eight (8) hour work day). However, employee may use said exemption for vacation in increments of four (4) hours based on the eight (8) hour work day schedule. Use of more than three (3) exemption requests by an employee during the calendar year shall be cause for denial of the vacation usage. During the Snow & Ice season (Dec. 1 – April 1) or other after hours emergency situations, employees may use vacation time, compensation time or floating holiday to fill in for regular hours not worked as a result of being sent home to prepare for or recover from an after hours snow storm. In no case shall said vacation time, compensation time or floating holiday cause more than 40 regular hours in any one workweek. Effective January 1, 2015 employees will be allowed up to four (4) exemptions per calendar year from the 48-hour advance notice with the ability to use vacation in increments of two (2), four (4) or eight (8) hours. Should an employee be late for work in excess of fifteen (15) minutes and not make contact with a supervisor prior to the start of the work day, that tardy will be considered use of (1) exemption.

Section 7: Uniforms

The Village will provide all employees five (5) t-shirts per year. Additionally, all employees will receive one (1) replacement coveralls of Carhart quality every third year. (For example, if an employee received replacement coveralls during calendar year 2008, that employee will receive replacement coveralls during calendar year 2011). Coveralls may be replaced sooner, if necessary, as determined by the Village.

All employees who are provided with uniforms are required to wear these uniforms and report to work with them being clean and neat in appearance. The Village reserves the right to determine the appropriate attire, in addition to the uniforms, for bargaining unit employees and

when the attire should be worn. If the Village requires employees to wear a jacket with the Village logo in lieu of a plain dark blue jacket or sweatshirt, the Village will provide the jacket with logo.

Mechanics will remain on the uniform service and receive up to $125 reimbursement annually towards the purchase of an approved pair(s) of shoes. Employees receiving the uniform allowance will be responsible for all cleaning, repair and replacement of uniforms. Employees will also adhere to appearance standards set by the Department. Employees are to wear uniforms that are neat, presentable and in a clean appearance at all times. The uniform replacements purchased and maintained by the employees shall be acceptable to the Department Director and shall meet the standards of the Department. Uniforms will be purchased from a vendor designated by the Department and all logos or emblems will be affixed by a Department approved vendor in order to maintain consistency of employee uniforms. Effective January 1, 2013 the uniform allowance shall be $750 annually. Each annual payment shall be payable May 1 of each year. New employees will receive a uniform set (7 shirts and pants) and will receive a pro-rated uniform allowance depending on the employees hire date (i.e., hire date of June 1equates to $375 uniform allowance, hire date of September 1equated to $187.50 uniform allowance. Thereafter, the provisions of this Section 7 apply.

Section 8: Tool Allowance

Mechanics and Equipment Maintenance Technicians will receive effective 1/1/2014 six hundred twenty-five dollars ($625.00) per year for tool allowance; effective 1/1/2015 six hundred fifty ($650.00) per year for tool allowance as reimbursement for the purchase of new or replacement tools required to perform the job. The employee shall provide a receipt to the Village to obtain reimbursement.

Section 9: Jury Duty

An employee who is called for jury duty will be allowed sufficient time away from work with regular pay for such purpose. If the employee receives any compensation for jury duty, such compensation, less any travel stipend, shall be paid over to the Village of Hoffman Estates. It is understood that only the time needed shall be taken.

Section 10: Life Insurance

Each employee shall receive a life insurance policy in the amount of $50,000.

Section 11: Funeral Leave

Members of the unit shall be entitled to funeral leave as outlined in the Personnel Policy Manual, as the Village may change from time to time.

Section 12: Career Service Incentive

Each employee in the bargaining unit who has completed fifteen (15) years or more of continuous full-time service with the Village of Hoffman Estates Public Works Department shall have his/her annual base salary increased by seven hundred fifty dollars ($750.00) as a career service incentive. Thereafter, when any other employee completes fifteen (15), twenty (20) or twenty-five (25) years of continuous full-time service with the Public Works Department, the applicable career service incentive (seven hundred fifty ($750) for fifteen (15) years, one thousand dollars ($1,000) for twenty (20) years or twelve hundred fifty ($1,250) for twenty-five (25) years) shall be added to the employee's annual base salary effective the first full payroll period after such anniversary date as a career service incentive. The career service incentive shall be considered as part of the employee's base wage for the purpose of determining the employee's hourly rate of pay.

Section 13: CDL License Upgrades

When it is determined by the Village that a CDL license upgrade is required, the Village shall pay the cost of the initial license upgrade. Thereafter, the Village shall reimburse the employee the difference between the renewal cost of a regular license and that of the CDL license renewal cost. Up to four (4) hours of Village time off shall be granted for the initial upgrade testing and a Village vehicle will be provided if applicable.

ARTICLE XXI

Miscellaneous

Section 1: Discipline

The Village shall use its best efforts to issue discipline within thirty (30) days of an incident, unless there is a prolonged absence of the employee. The Department normally follows a "progressive discipline" format as outlined in the Personnel Policy Manual as may be modified by the department (in accordance with the Personnel Action Report, currently in effect, and as may be modified from time to time by the department). However, the Village retains the sole right to invoke a level of discipline, which it deems appropriate regarding any incident that would give rise to disciplinary action.

Prior to the actual imposition of a written reprimand, suspension without pay, other penalty involving pay or discharge, the Village shall give the affected employee an opportunity to discuss the circumstances underlying the disciplinary action. The affected employee upon request shall be allowed to have an Union representative or steward present during the discussion, although such discussion will not be inordinately delayed if a representative is not available.

Section 2: Drug Testing

All bargaining unit employees shall be subject to drug and alcohol testing consistent with the Department of Transportation rules governing drug and alcohol testing and implementing the Omnibus Transportation Employee Testing Act of 1991. The Village may take all steps necessary to comply with the drug and alcohol testing provisions of the Omnibus Transportation Employee Testing Act of 1991.

The Village shall continue to provide an employee wellness program to employees covered by this Agreement. An employee's participation in the employee wellness program

shall be voluntary. An employee's voluntary request for assistance with drug and/or alcohol problems shall be held strictly confidential by the employee wellness program director and only released to other Village employees on a need-to-know basis. Documents evidencing an employee's voluntary request for assistance with drug or alcohol problems shall not be inserted into an employee's official personnel file without the employee's consent.

Use of prescribed (i.e., illegal) drugs at any time while employed by the Village, abuse of prescribed drugs, as well as having prescribed drugs in the blood while on duty, shall be cause for discipline, including discharge.

Cause for discipline, including dismissal, shall exist when an employee consumes or possesses alcohol at any time during or just prior to the beginning of the employee's working hours or anywhere on any Village premises or job sites, including Village buildings, properties, vehicles and the employee's personal vehicle while engaged in Village business; or when an employee is under the influence of alcohol during working hours. Nothing in this Section shall be construed to prevent an employee from requesting treatment in lieu of discipline.

Section 3: Medical Examinations

If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee be examined by a qualified physician and/or another appropriate medical professional selected by the Village. The foregoing requirement shall be in addition to any requirement that an employee provide at his own expense a statement from his own doctor upon returning from sick leave of not less than three (3) days, or disability leave. If the Village determines that an employee is not fit for duty after receiving the results of any of the above examinations/tests, the Village may place the employee on sick leave (or unpaid leave if the employee does not have any unused sick leave days).

ARTICLE XXII

Termination and Legality Clauses

Section 1: Savings

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

Section 2: Entire Agreement

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which result in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from 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 Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, even though such subjects or conditions of employment, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 3: Effective Date, Termination and Reopening Provisions

This Agreement shall become effective as of January 1, 2013, and terminate on December 31, 2015. Thereafter, this Agreement shall be automatically renewed from contract year(s) to contract year(s) unless either party shall notify the other party, in writing, no less than one-hundred-and-twenty (120) calendar days prior to December 31st of any contract year or any subsequent anniversary date, of either party's desire to modify or terminate this Agreement. In the event that notice of desire to terminate the Agreement is so given, this Agreement shall be terminated upon the thirty-first (31st) day of December immediately following the giving of such notice.

Executed this 27 day of December, 2012, after receiving official approval by the President and Board of Trustees and ratification by the Union membership.

TEAMSTERS LOCAL 700, VILLAGE OF HOFFMAN ESTATES

By William D. McLeod
President, Board of Trustees

By Becky Strzechowski
President,
Becky Strzechowski

Village Manager

By Barbara Cornett
Secretary Treasurer,
Barb Cornett

Corporation Counsel

ATTEST

4089708

APPENDIX "A"

Certified Roster of Union Membership

(To be supplied by the Union – ARTICLE I, Section 2)

APPENDIX "B"

Authorization for Check Off of Union Dues

"I hereby authorize the Department of Finance to deduct from my earnings, the regular monthly dues (uniform in dollar amount), in the amount certified by the Financial Officer of Local 700, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and further authorize the remittance of such amount(s) to said Local Union in accordance with the currently effective Agreement between the Department of Public Works and said Local Union. This authorization is revocable by a notice in writing by certified mail to the Department of Finance and a copy to the Village Manager with a copy to the Department of Pubic Works and said Local Union.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the Village, any Department of the Village, the Union and all their officers, representatives or agents from liability thereof.

_____
Print Name

_____
Signature

_____
Date