

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE VILLAGE OF CAROL STREAM, ILLINOIS  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73  
Effective May 1, 2022- April 30, 2025

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## **ARTICLE I. PREAMBLE**

This Agreement is entered into by and between the Village of Carol Stream, Illinois, an Illinois municipal corporation (hereinafter the "Village") and the Service Employees International Union, Local 73 (hereinafter the "Union"). It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote an orderly and harmonious relationship between the Village and the bargaining unit employees. The parties agree to work together to provide and maintain satisfactory terms and conditions covering wages, hours and other terms and conditions of employment that will be in effect during the term of this Agreement.

It is the intent and purpose of the parties to set forth herein their full and entire Agreement covering rates of pay; wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of employees; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Village.

This Agreement has been negotiated pursuant to the requirements of the Illinois Public Labor Relations Act. Unless otherwise required by subsequent specific, lawful, provisions of this Agreement, it is agreed and understood that matters relating to pensions and other similar matters governed by a U.S. Law or Illinois State Statutes, are not subject to negotiation and are not subject to inclusion in this Agreement.

In consideration of the mutual promises, covenants and the agreements herein contained, the parties hereto, by their duly authorized representatives and or agents, do mutually covenant and agree as follows:

## **ARTICLE II. RECOGNITION**

Section A. Bargaining Unit Representatives: For the purpose of this Agreement, the term "bargaining unit representative" (hereinafter referred to as B.U.R.) shall refer to those bargaining unit members who have been elected or otherwise duly authorized as local representatives of the collective bargaining unit.

Section B. Recognition: The employees represented by SEIU Local 73 are as follows:

1. All full time Public Works employees in the Streets Division in classifications of I, II, probationary PWE and Arborist, all full time Mechanics in the Garage Division, Mechanic Helper and all full time Public Works employees in the Water and Sewer Division in classifications of I, II, probationary WSE, Utility Locator and Water Plant Operator.
2. Excluding Public Works Director and Department Heads, all Public Works part time employees, short term employees, all managerial, confidential and supervisory employees as defined by the IPELRA and all other employees of the Village of Carol Stream.

Section C. Use of Masculine Pronoun: The use of the masculine pronoun in this Agreement or any other document is understood to be for clerical convenience only. It is further understood that the masculine pronoun includes the feminine pronoun as well.

Section D. Non-Discrimination: It is recognized that in accordance with applicable law, neither the Village nor the Union shall unlawfully discriminate against any employee covered by the terms of this Agreement because of race, sex, age, religion, creed, color, disability, national origin, marital status, political status, or membership or non-membership in the Union.

Any allegation involving the terms of this Article shall only be processed through appropriate state or federal agencies, including state or federal courts and not through the grievance/arbitration provisions of this contract.

### **ARTICLE III. MANAGEMENT RIGHTS**

Section A: 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. These rights include, but are not limited to:

1. The right to determine its mission, policies, and to set forth all standards of service offered to the public;
2. To plan, direct, control and determine the means and places of operations or services to be conducted by the employees of the Village;
3. To determine the places, methods, means, number of personnel needed to carry out the Village mission;
4. To schedule and assign work;
5. To direct the working forces;
6. To assign overtime;
7. To hire and assign or to transfer employees within the Village organization;
8. To promote, suspend, discipline or discharge for just cause;
9. To lay-off or relieve employees due to lack of work, lack of funds or other lawful reasons;
10. To make, publish and enforce rules and regulations which shall be consistently applied to all bargaining unit members within the applicable

division or department, and to provide the Union with advance notice of new rules or changes thereto, and an opportunity for the Union to discuss the rules with the Village prior to their implementation. In the event that any rules and regulations established by the Village conflict with an express provision of this Agreement, the provisions of this Agreement shall supersede and be given full effect.

11. To introduce new or improved methods, equipment or facilities;
12. To contract out for goods and services;
13. To establish work, productivity and performance standards, after advance notice to, and an opportunity for discussion with, the Union.
14. To take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency as may be declared by the Mayor of the Board of Trustees or the Village Manager. It is the sole discretion of the Mayor of the Board of Trustees or Village Manager to determine that civil emergency conditions exist, which may include but not be limited to riots, civil disorders, tornado conditions, floods or other similar catastrophes; and
15. The Mayor and Board of Trustees have the sole authority to determine the purpose and mission of the Village and the amount of budget to be adopted thereto.

#### Section B. Subcontracting Procedures

1. It is the general policy of the Village to utilize bargaining unit employees to perform the scope of their regular duties. In the event that the Village considers permanently subcontracting out bargaining unit work, which results in the elimination of bargaining unit positions, or in an elimination or reduction of the regular hours of work of bargaining unit members, the Village agrees to notify the Union, in writing, as far in advance as possible prior to the effective date of any final decision regarding such change, provided that where the decision is based on economic reasons, such notice shall not be less than 30 days.
2. In cases where the Village's decision to subcontract bargaining unit work turns on labor costs, upon receipt of the written notice described above, the Union may request to meet with the Village within one week to provide the Village with viable alternatives to subcontracting for its consideration, and/or to bargain for the rights of any employees who may be affected if subcontracting cannot be avoided, provided that the implementation of such decision shall not be delayed by such discussions.

### Section C. Labor Management Conferences

1. The Union and the Village mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between responsible Union and Administrative Village representatives. Accordingly, the parties agree that such meetings will be held to discuss matters of mutual concern when mutually agreed upon and at such times as are mutually agreed upon. Union employee representatives on duty may attend such meetings without loss of pay or benefits upon prior approval from their supervisor.
2. It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure, except that such meetings may be used to avoid potential conflicts, which could result in a grievance being filed. Negotiations for the purpose of altering any or all of the terms of this Agreement shall not be carried on at such meetings.

### **ARTICLE IV. INITIAL PROBATION PERIOD**

Newly hired employees shall serve an initial probation period of up to twelve (12) months from the date of hire during which time such employees may be disciplined or separated from employment without regard to any protections of this Agreement or Village policies, nor may such action be subject of any grievance under this contract. The Village will provide the Union with written notice within thirty (30) days of a new hire.

If a probationary employee is transferred from one bargaining unit position to another, the employee will be considered probationary until the greater of completion of their original probationary period or six (6) months in the new position. The date of transfer will become the employee's new anniversary date for the purpose of divisional seniority, evaluation and merit increases. For purposes of determining departmental seniority, an employee's original hire date within Public Works will be applied.

### **ARTICLE V. HOURS OF WORK/PREMIUM RATES**

Section A. Purpose of Article: 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 work day or work week for the purpose of promoting the efficiency of municipal government; from establishing the work schedules of employees; and establishing part-time positions after two (2) weeks' advance notice to, and an opportunity for discussion with, the Union.

Section B. Schedule Changes: Should it be necessary, the Village shall retain the right in the interest of efficient operations, to establish daily or weekly work schedules departing from the normal work day, or work shift or the normal work week.

Except in cases of emergencies, the Village shall give two (2) weeks written notice of such change to the affected bargaining unit employees and the Union prior to the effective date of such change.

Section C. Normal Work Week: The normal work week is Monday through Friday. The normal work day consists of eight (8) hours of work within a twenty-four (24) hour period beginning midnight of the day the shift begins, exclusive of a thirty (30) minute unpaid meal period (provided an emergency situation doesn't exist which automatically precludes it). Break time shall be pursuant to the Turner memo of 4/7/92, as amended. One fifteen-minute paid break shall be taken in conjunction with the unpaid meal period, for a total meal/break period of 45 minutes. When circumstances permit, the meal/break period will start at 11:45 a.m. and end 45 minutes later. When an emergency precludes the meal/break period, the employer in its discretion may cancel or reschedule the meal/break period. If the 45 minute meal/break period is cancelled in its entirety, the employee shall receive 30 minutes of additional pay at the straight-time rate of pay (unless overtime pay would be owed pursuant to Section D below). There shall also be one paid 15 minute break in the morning, operations permitting. The normal workday begins at 7:00 a.m. and ends at 3:30 p.m. In the event that the Village establishes a regular work schedule which departs from the normal work week/day, qualified employees shall be permitted to volunteer, in order of seniority, for the irregularly scheduled position. If no qualified employee volunteers for such position, it shall be filled by the least senior qualified employee.

Employees whose normal work day extends from one calendar day into another, or who work overtime from one calendar day into another, shall be considered as working on the calendar day on which they started to work. All changes in time that may be associated with the adjustment to and from daylight savings time shall not alter the normal work shifts and shall be treated as a normal work day.

Section D. Overtime: All work performed in excess of a forty (40) hour work week, or an eight (8) hour work day, shall be considered overtime. The 40-hour work week shall include approved paid leaves, such as but not limited to, sick time, holidays and vacation. The following overtime shall be paid at a rate of time and one half (1-1/2) his/her regular hourly rate of pay for each overtime hour worked.

1. Normal Overtime: Normal overtime is defined as scheduled overtime by the Village for the good of Village operations. It may be requested in advance by the supervisor in order to continue operations. Such overtime must be approved by the supervisor in writing prior to being worked. All normal overtime will be scheduled in one-quarter (1/4) hour increments.

2. Emergency Overtime: Emergency overtime arises due to the immediate necessity of the task being performed, such as an incident which requires an employee to be on duty past his/her regular shift, etc. Emergency overtime is required due to the job requirements. Such overtime must be approved as soon as possible by the supervisor or his designee. Emergency overtime may also include compensation for call-back duty. Call-back emergency overtime will be paid for a minimum of two (2) work hours without regard to any lesser period of time actually worked. Call back emergency overtime which occurs on a Sunday or a holiday shall be compensated at two (2) times the employee's regular rate. Work time compensated shall begin at the time the employee reaches the place of employment and shall terminate when the employee is released from his/her duties. Other emergency overtime compensation will be paid in one-quarter (1/4) hour work increments.

With regard to emergency overtime on Sundays, when an employee starts an overtime assignment on a Saturday (at the regular overtime rate), and the overtime assignment continues into Sunday, the employee will start earning double-time compensation at 12:01 am Sunday. If an employee starts an overtime assignment on a Sunday (at the double-time rate) and the overtime assignment continues into Monday, the employee will start earning regular overtime compensation at 12:01 am Monday.

With regard to emergency overtime on Holidays, when an employee starts an overtime assignment the day before a designated holiday (at the regular overtime rate) and the overtime assignment continues into the designated holiday, the employee will start earning holiday compensation at 12:01 am on the designated holiday. If an employee starts an overtime assignment on a designated holiday (at the double-time rate) and the overtime assignment continues into the following day (non-observed holiday), the employee will start earning regular overtime compensation at 12:01am.

Section E. Compensatory Time: In lieu of overtime pay, an employee may elect compensatory time, until the employee accumulates a maximum of 32 hours of compensatory time during the contract year (May 1 to the following April 30). The amount of compensatory time shall be computed on the same basis as overtime pay, e.g., if the hours worked are in excess of forty hours in the employee's work week, 1-1/2 hours of compensatory time shall be granted for each additional hour actually worked. An employee's use of accumulated compensatory time shall be scheduled at the mutual convenience of the employee and the Director of Public Works, but any such comp time



shall be used in no less than 4-hour increments.

Once an employee has accumulated 32 hours of comp time in a contract year, no further compensatory time may be accrued by the employee for such year. Any unused comp time shall be paid out during the last payroll period of the contract year. In no event may comp time be carried over from one contract year to the next.

Section F. Overtime Assignments: Overtime opportunities which are for call back emergencies or are scheduled in advance shall be offered to qualified bargaining unit members on the basis of rotational seniority. If no employee accepts a scheduled overtime offer on a volunteer basis, the overtime opportunity shall be assigned to the least senior qualified employee. Overtime at the Town Center shall be offered in accordance with the Letter of Understanding from Robert Mellor to Cathy Nicosia Berni dated March 23, 2006.

Section G. Failure to Report: Failure to report for overtime work when directed by a responsible supervisor acting within established policy is grounds for disciplinary action.

Section H. No Pyramiding: Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section I. No Guarantee of Hours: This Article is intended to define the normal time of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Section J. Snow/Ice Removal: It is understood and agreed that the Village retains the right to direct and assign any or all bargaining unit employees to perform snow plowing work.

## **ARTICLE VI. LAYOFFS**

Section A. Layoffs: The Village in its discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order:

1. All part-time, short term, temporary or subcontracted employees performing duties which are also performed by the remaining bargaining unit members in the affected classifications;
2. In the event of further reductions in force, probationary employees shall be the next to be laid off, and thereafter classification or seniority will be the general determinant; exceptions are cases of proven Village needs and/or an employee's ability to perform remaining available work without further

training. The employer will not act arbitrarily or capriciously in situations where seniority is not followed.

Section B. Recall Rights: Employees who are laid off shall be placed on recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

Section C. Response to Recall: Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail, provided that the employee must notify the Finance Department of his intention to return within five (5) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, it being the obligation and responsibility of the employee to provide the Village with his latest mailing address.

## **ARTICLE VII. HOLIDAY AND PERSONAL LEAVE**

Section A. Holidays Enumerated: The legal holidays for the Village employees shall be:

New Year's Day	Thanksgiving Day
George Washington's Birthday (as observed)	The day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

In addition to the above listed holidays, bargaining unit members will be granted any additional holidays which are granted to the majority of other Village employees during the term of the contract. Holiday compensation will be paid at an 8 hour straight time rate to all regular full time employees.

Section B. Payment for Holidays: In some cases, due to departmental requirements, employees may be asked to work on these holidays. In those cases, (other than emergency call backs referred to in Article V. Section D.2 above) the employee will be compensated at one and one-half (1-1/2) times his regular pay for any actual time spent working.

If one of the above holidays falls on a Saturday, the Village designated holiday shall be Friday and if the holiday falls on a Sunday, the designated holiday shall be Monday unless otherwise determined by the Village Manager.

If a holiday falls during vacation leave the employee need not charge that day to vacation leave. If the holiday falls on an employee's extended leave that day shall be paid as a holiday.

Before an employee shall be entitled to holiday pay, the employee must work the day preceding and following the holiday unless said absence is authorized for a scheduled vacation, verified illness, bereavement leave or other verified leave, including a regularly scheduled day off.

Section C. Personal Leave: Paid personal leave is allowed after four (4) months of employment. It is acquired at the rate of three (3) workdays (24 hours) per calendar year for full time employees. Newly hired employees shall not be eligible for a personal day until the period which falls four months after their date of employment.

Personal leave not used in the employee's current year may not be carried over from year to year.

Normally employees must request personal leave at least 24 hours in advance and approval from the Supervisor or Department Head is required. Written requests or use of a departmental leave form may be required if implemented by the Department Head.

Personal leave may only be taken as approved by the Department Head and where possible shall be scheduled sufficiently far in advance so that no disruption in Village services takes place.

Section D. Sick Leave Incentive: As an incentive for employees, encouraging minimal use of sick leave, \$250 will be provided to any regular full-time employee who does not use sick leave within a calendar year. In order to be eligible, the following criteria must be met:

- The employee's sick leave usage for the entire 12 month period, from January 1 – December 31, must be 0 hours.
- The employee must have worked the entire 12 month period.

## **ARTICLE VIII. VACATIONS**

Section A. Vacation Accrual Schedule: Vacation for full-time employees begins to accrue after successfully completing the twelve-month initial employment period as follows:

1st year through 4th year	10 days per year (5/6 of a work day per month)
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5th year of employment

15 working days per year  
(1-1/4 work days per month).

13th year of employment

20 working days per year  
(1-2/3 work days per month).

Employees hired prior to January 30, 2013 shall also be eligible to accrue a fifth week of vacation beginning in their 20<sup>th</sup> year of employment, at the rate of 2.083 work days per month.

Section B. Vacation Time Usage and Accrual: Vacation leave shall be taken by the eligible employee upon approval of the department head at a time that will not interfere unreasonably with the operation of the department. Unless otherwise specifically approved by the department head, vacation time shall be taken in at least one five day increment per year. If during the initial employment period, an employee has special circumstances, upon request of the department head, to the Village Manager leave without pay may be granted on a limited basis. The employee may not carry over more than two (2) vacation days from year to year up to a maximum of twenty (20) working days. Those employees having an excess amount accrued shall take the necessary vacation time to return the accumulated total to the maximum. Unless this is done by the anniversary date for employees, the excess days shall be forfeited.

Notice shall be given by the Finance Department to any employee in this situation.

Vacation time shall not be accrued during an employee's extended illness or during a leave of absence exceeding 30 days.

Section C. Vacation Accrual During Leaves of Absence Without Pay: Vacation time

credit shall not be accumulated during any leave of absence without pay including extended illnesses or special leave.

Section D. Vacation Benefits Upon Termination of Employment: When an employee's service with the Village is to end, the Village shall be given at least ten (10) working days' notice whatever circumstance. Compensation for unused vacation at the time of termination, except in the case of retirement, shall be made in a one-time payment. When an employee retires from the Village, compensation for unused vacation may be taken either in time or pay. Retirement is defined as formal retirement from the Village's service under the provisions of the appropriate Village pension program and being eligible for pension benefits thereof.

Section E. Vacation Accrual During Layoffs: Vacation credit shall not be accumulated during any layoff.

Section F. Vacation Scheduling: The department head shall establish a vacation

schedule sufficiently early in each year so that the department's supervisors can coordinate the vacations within the work program of the department. Vacation schedules shall be arranged so as to minimize disruption of the work to the department. In the event that two or more employees submit vacation requests on the same day, seniority shall determine the order of vacation selection to avoid conflicts.

Section G. Emergency Recall: In case of an emergency, the Department Head or Village Manager may cancel and reschedule any or all approved vacation leaves in advance of their being taken and/or may call back an employee from a vacation in progress. The Village agrees to not be arbitrary or capricious in its decision to exercise this right.

## **ARTICLE IX. BEREAVEMENT AND JURY DUTY LEAVE**

Section A: Bereavement Leave: The department head may authorize an employee to be absent with compensation for a period of up to five (5) working days due to the death of a member of the employee's immediate family. The immediate family shall be construed to mean one of the following: Husband, wife, daughter, son, mother, father, stepfather, stepmother, sister, brother, next of kin, the spouses of any of these, any "in-law" relationship of the above including relationships arising from adoption. An employee shall be granted one (1) day with pay for death of "other close family members." "Other close family members" shall include the employee's grandparents, grandchildren, uncles, aunts. Time off for attending funerals of a non-family member shall be charged to vacation leave. Normal authorized bereavement leave shall be in addition to sick leave or vacation leave. Bereavement leave shall be taken within thirty (30) calendar days from date of death. In the event that an employee requires additional time for funeral related purposes such as out of state travel, wrapping up a decedent's estate or the like, the employee may request and, upon a showing of need for such extended leave, may be granted such additional time, not to exceed five (5) additional working days, which shall be charged to the employee's vacation or other accrued benefit time.

Section B. Jury Duty Leave: Employees who are summoned to serve as a juror in a court of law shall be permitted time off, with pay, to comply with such summons. Prior to serving as a juror, the employee shall present the summons to his/her supervisor. Employees who receive payment for juror service shall be required to sign over such compensation to the Village upon receipt. No employee may be compensated more than their regular pay for time spent on jury duty.

## **ARTICLE X. SICK LEAVE**

Section A. Sick Leave Accrual: For employees hired prior to January 30, 2013, sick leave shall accumulate effective from the first day of employment at the rate of one (1) day for each month worked. Employees hired on or after January 30, 2013 shall accumulate sick leave from the first day of employment at the rate of ½ day

for each month worked.

Section B. Sick Leave Accumulation: During the term of this Agreement, sick leave with pay may be accumulated up to a total of one hundred twenty (120) work days. As a retirement bonus, one-half of accumulated sick leave over the one hundred twenty (120) day limit shall be awarded to the retiring employee in the form of vacation pay. The employee shall receive said amount in the form of either pay or vacation with pay, whichever the employee shall elect. The Village shall keep complete records of the total amount of sick leave accrued and used by the employee.

Section C. Sick Leave Usage: Sick leave may be granted for any of the following reasons:

1. An employee's illness or injury of an incapacitating nature sufficient to justify absence from work.
2. If approved by the management, an employee's medical or dental appointment which cannot be scheduled outside of working hours.
3. Absence required by serious illness or disability of a member of the employee's family. The family is defined as husband, wife, father, mother, son, daughter, sister, brother, half-brother, half-sister, grandmother, grandfather, grandchildren, nearest blood relative or any family member who is a permanent resident of the employee's household including any relationship arising through adoption provided that the time off is taken in caring for this individual. Such use of sick leave will be allowed for up to a maximum of fifteen (15) days if the employee's presence is required because another, unpaid, person is unavailable. It is understood that the employee bears the burden of providing justification for his/her absence. Approval for such absences shall not be arbitrarily or capriciously withheld.
4. Employees may use sick leave in increments of less than one (1) day as currently permitted in the Village's Personnel Policy Manual.

Section D. Sick Leave Procedures:

1. Notice: Notice of absence due to sickness or injury shall be given by the employee to the supervisor. To be eligible for paid sick leave, the employee must give as much advance notice as possible, but in no event later than 30 minutes prior to the employee's scheduled start time, unless a bona fide emergency prevents such timely notice.
2. Family and Medical Leave: The Village agrees to abide by the provisions of the Family and Medical Leave Act of 1993, as amended from time to time. The parties agree that the Village may adopt policies

to implement the Family and Medical Leave Act of 1993 as provided in the Act and applicable rules and regulations issued there under.

3. Medical Certification: In the event sick leave is taken for more than two (2) consecutive days, the employee may be required to furnish, at the supervisor's request, written confirmation of illness or injury signed by a doctor at the employee's expense. The Human Resources Director shall provide to the doctor a detailed list of the daily activities of the employee to assist in the determination of the employee's work capabilities. Said doctor's certificate shall be required for all absences for more than three (3) consecutive days, and in all cases shall include a statement by the doctor as to the employee's physical or mental ability to return to normal duties at the employee's expense. The doctor's certificate may also be required during instances of more than three (3) absences for sick leave occurring in any one-year period, when abuse is suspected; immediately preceding or following vacation/holiday; or where necessary to verify Family and Medical Leave Act eligibility.
4. It is understood the Village is required to comply with the Federal Family Medical Leave Act, 29 U.S.C. '2601, et seq.; disputes concerning application of the Family Medical Leave Act shall be exclusive of the grievance arbitration mechanism of this contract and limited to those Family Medical Leave Act procedures available.

Section E. Special Duty Assignments: If an employee is temporarily disabled due to illness, injury or other physically limiting conditions, the Village Manager may authorize a special duty assignment that is recommended by the Department Head, provided such special duty assignments meet these criteria:

1. The services are temporary and have a fixed starting and ending date.
2. Full-time assignments will only be given to full time employees.
3. The services to be performed are within the scope of the employee's restrictions as outlined by a physician and related to regular duties.
4. The services do not displace any other department employee.

Special duty assignments may be made after consideration of the above factors in each individual circumstance, assignments will be discretionary by the Village Executive Staff. Bona fide requests for special duty assignments shall not be unreasonably denied.

## **ARTICLE XI. UNIFORMS**

Section A. Uniforms Provided: When the Village provides employees with uniform items, the Village reserves the right to determine the style, color, make and

model of the uniform items. Should the Village change the style, color, make or model of the uniform items, then the Village shall provide these new uniform items to the current employees.

Section B. Uniform Appearance Standards: 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, unless this requirement is expressly waived by the Village.

Section C. Uniform Replacement: The Village shall replace all uniform items damaged in the line of duty or rendered unserviceable by normal wear and tear.

Section D. Uniform Maintenance: All employees shall be required to maintain in a neat and serviceable condition all uniform items. Employees may be required to replace any uniform item at the employee's own expense if the item is damaged or lost as a result of his/her failing to properly use, care for or keep up such property.

Section E. Return of Uniforms: All employees shall be required to return all Village purchased uniform items at the time of termination of the employee from employment with the Village.

Section F. Personal Appearance Standards: Employees are expected to be well groomed and dressed in a manner which is suitable to their responsibilities and position. For those employees issued uniforms, or equipment, unauthorized additions to these will not be permitted. Any employee reporting to work dressed and/or groomed in such a way as to be disruptive to routine business or who presents a safety hazard, to himself and/or others, will be required to return home without pay to change into more appropriate attire.

## **ARTICLE XII. GROUP INSURANCES**

### Section A. Life Insurance:

1. During the term of this Agreement, the Village of Carol Stream shall provide to each full time regular employee a group term life insurance policy in an amount equal to the annual salary of the bargaining unit member with accidental death and dismemberment coverage.
2. The Village reserves the right to provide this life insurance through a singly or jointly self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the Village.
3. It is agreed that the extent of the Village's obligation under this Article is limited solely to the payment of the cost of the insurance program provided there under, 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 policies issued to provide such benefits. Neither the Village nor the union shall themselves be obligated to pay any insurance benefits provided for in this Article directly to employees or their dependents or beneficiaries.

4. Failure of the insurance company to pay a claim is not subject to challenge under the grievance procedure, but rather is to be considered a private contractual dispute between the insurance company and the employee.

#### Section B. Health Insurance:

1. The Village maintains certain group medical, major medical, hospital, and dental insurance programs for full-time, non-temporary employees of the Village including bargaining unit employees who are scheduled for more than thirty (30) hours per week. Bargaining unit employees will be offered insurance programs and benefits under the same terms as Village non-union employees. Notwithstanding any other provision of this agreement, the Village reserves the right to institute the same insurance plan changes for bargaining unit employees as it institutes for non-represented full-time Village employees on or after the fiscal year starting May 1, 2014.

It is not compulsory for an employee to join the program however, if an employee wishes to participate, employees shall contribute according to the following schedule:

2. Bargaining Unit Employees hired after May 1, 1993 contribute 20% of all group major medical and hospital insurance premiums or, the amount charged bargaining unit employees under Section 3 below whether for dependent or individual coverage or both, if such amount is greater.
3. Bargaining Unit Employees with less than 2 years in the health plan before May 1, 1993 contribute 20% of all group, major medical and hospital insurance premiums until they complete 2 years in the plan. After May 1, 1994 the amount and timing of their contribution for dependent coverage shall be the same as required of non-union Village Employees for dependent coverage.
4. The contribution amount and timing for all other employees shall be the same as required of non-union Village employees.

Further detailed information is contained in the plan booklets, which

are given to each employee. Necessary forms for filing claims can be obtained from the Finance Department.

5. Employees who retire from the Village shall be eligible to continue the medical and life insurance benefits provided that the program of the Village so permits. Two (2) representatives from the bargaining unit may participate in the joint study committee of the Village and the SEIU, created for the purpose of researching the various means and methods by which the cost of health insurance for retirees and their dependents can be reduced.
6. The benefits provided for herein shall be provided through a singly or jointly self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the Village. "Insurance companies" include regular line insurance companies and non-profit organizations providing hospital, surgical, medical, or dental benefits. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the Village and the insurance company.
7. In the event any employee or dependent is entitled to benefits under any employee insurance plan or the Village's self-insurance plan providing benefits similar or identical to this Agreement, the benefits that would be payable under this group health insurance shall be reduced by the amount necessary, if any, so that the sum of all benefits payable under this group health insurance and under any other group plan shall not exceed the necessary, reasonable, and customary expenses for surgical services rendered, and for all other services rendered, shall not exceed the amount provided for under this program. If the said other group plan contains a provision for non-duplication of benefits, the group or program insuring the individual as an employee (as distinguished from a dependent) will be considered primary, and in the case of children, the group plan or program insuring the parent with the earlier birth month in the year will be considered primary, unless otherwise required by law.
8. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the Village or to the Union, nor shall such failure be considered a breach by the Village or Union 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, Union, employee, or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits there under.

9. A difference between an employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in the Agreement.

Section C. Health Insurance Opt-Out Program:

- a. Eligible employees can receive \$80.00 of bi-weekly compensation in exchange for dropping or declining Village Health Plan coverage. Village dental plan and life insurance does not need to be forfeited to participate. The opt out benefit is available through one of the following options:
  1. A bi-weekly paycheck distribution subject to all applicable payroll taxes.
  2. A contribution to your ICMA account not subject to taxation as applicable by law.
- b. The opt out benefit is the same for all eligible employees regardless of current Village Health Plan Participation status, and regardless of whether an employee carries single or family coverage.

Eligibility Requirements:

- a. An eligible employee must be an active full time employee working forty (40) hours per week.
- b. All eligible opt out participants will be required to sign and submit the opt-out plan participants agreement along with documented evidence from the administrator of their outside group health plan demonstrating that they have health insurance coverage outside of the Village.
- c. An employee participating and receiving compensation from the opt-out plan cannot also be a covered dependent on the Village Health Plan.

**ARTICLE XIII. TRAINING REIMBURSEMENT**

Employees who resign from employment with the Village shall be required to repay the Village for all costs related to training as follows:

1. 0 thru 2 years = one hundred percent (100%) for all voluntary training.
2. 2 years, 1 day thru 3 years = one hundred percent (100%) for all voluntary training minus one-twelfth (1/12th) the cost thereof for each calendar month of service after two (2) years.

3. Provided, however, employees who resign within twelve (12) months of completion of any voluntary training shall be required to repay one hundred percent (100%) of costs incurred by the Village for such training irrespective of length of service. The definition of costs herein are exclusive of salaries and money reimbursed to the Village by any outside non-Village source.

#### **ARTICLE XIV. EDUCATIONAL PLAN**

Educational assistance is available to all regular full-time employees when funding is available as determined by the Village Manager and appropriated by the Village Board. All educational programs must be directly related to the employee's present position or work that the employee might reasonably expect to perform for the Village in the future. Prior to enrolling into any individual course or degree program, the employee must submit a written request to the Public Works Director on the Tuition Reimbursement Form. If the Public Works Director recommends reimbursement, approval of both coursework and educational institution must also be given by the Human Resources Director and Village Manager. The Village maintains the right to request additional quotations for similar programs before reaching a final decision.

The Village will reimburse the employee the cost of tuition based upon the following schedule:

Grade of A or B:	100% reimbursement
Grade of C:	50% reimbursement
Grade of D or below:	No reimbursement

Beginning May 1, 2019, an employee may receive up to \$5,000.00 within the fiscal year in tuition reimbursement for approved courses subject to these courses being included in the approved Village budget for the specified employee as determined by the Village Manager or his designee.

The Public Works Director or his designee will inform bargaining unit employees which courses and how much educational reimbursement funds have been included in a Village proposed budget. Educational reimbursements will be made to bargaining unit employees in accordance with their class and/or course requests and as tentatively approved during the Budget review process generally conducted annually during the month of December subject to the above limitations. However, the Union understands and acknowledges that the final decision regarding the availability of educational reimbursement funds will not be known until the fiscal year budget is approved by the Village Board on or around May 1 of each year.

For credited courses taken on a non-graded basis, when the grade received is "Satisfactory" or "Passing", reimbursement will be calculated at 100% of eligible costs. Textbooks may be paid for by the employee if they wish to keep the books or paid for by the Village in which case the Village will keep books available for other employees.

Tuition reimbursement will be subject to all Federal and State tax laws where applicable.

Employees who do not remain in active service with the Village for at least two (2) years of completion of a degree, or any courses taken, shall repay the Village the full amount of tuition reimbursement.

## **ARTICLE XV. WAGES**

Section A. Wages: The following wage schedule shall be in effect during the term of the contract:

1. General Wage Adjustments: Bargaining unit members shall receive increases to their existing wage rates as follows:
  - a. Effective May 1, 2022, 3% across the board increase for all members in the bargaining unit as of the date of the settlement. This 3% increase shall be retroactive on all hours worked or paid for eligible employees since May 1, 2022.
  - b. Effective May 1, 2023, 3.25% across the board increase for all members.
  - c. Effective May 1, 2024, 2.75% across the board increase for all members.
2. Pay Ranges: Pay ranges for bargaining unit positions as set forth in Appendix A, attached hereto.

Section B. Performance Pay: In addition to the pay adjustments in Section A, all employees shall be eligible for a performance pay increase on his/her employment anniversary date based upon the criteria established in the following sections.

Section C. Annual Evaluations: In order to insure the highest and best service to the Village residents and for the career system of advancement to operate in the Village of Carol Stream, an effective program of employee work performance evaluations shall be established. The objectives of the performance evaluation are:

1. To encourage the development of employee performance and to maintain that performance at the highest possible standards.
2. To recognize various levels of performance and reward employees for that performance through the employee pay and benefit plan.
3. To assist supervisors in the important role which they play in personnel and administration in the Village organization.

4. To identify the strengths and weaknesses of the individual employee and to establish the positive means for maintaining the strengths and correcting the weakness.
5. To provide a two way communication link between the supervisor and employee so that positive feedback can be applied to daily activities.
6. To provide a monitoring tool for the supervisor to measure performance with a fair and effective time frame.

Performance is determined through a formal evaluation process which considers the employee's abilities, training, and service record compared to the levels and guidelines established for the position. The work performance of every employee shall be evaluated at least once every twelve (12) months from the first day of employment. For the eligible employee, a salary adjustment, based upon performance, shall be considered only once annually on the anniversary date of employment or promotion.

Section D. Incentive Compensation Plan: Employees shall be eligible for performance based increases in accordance with the Village wide performance incentive compensation plan then in effect for other Village employees.

The evaluation shall be the determinant for performance increases. The evaluation standards shall be provided to the employees prior to the commencement of the evaluation period. Any time a new, amended or modified evaluation form is to be used by the Village, such form, as well as the point totals determinant of the amount of the wage increases, shall be available to employees at least thirty (30) days prior to its effective date. Any time a change in categories or the relationship between the categories is to be made by the Village, such change shall be made known to the employees thirty (30) days prior to its effective date. Performance-based increases are restricted to the amounts which do not adjust the employee's salary over the position salary maximum.

Section E. Substandard Evaluations: Employees receiving a review that does not meet standard performance levels shall be placed on probation for a period not to exceed three months. During this period, the work record of that employee shall be closely monitored by the supervisor, after which another evaluation shall be conducted. Two consecutive reviews that do not meet standard performance levels may lead to termination. This provision shall not limit the ability of the Village Manager to terminate an employee at any time in the manner permitted by law.

Section F. Temporary Assignments Out of Classification: If a vacancy occurs in a Bargaining Unit position due to extended absence, a qualified employee may be appointed or assigned to assume the duties of the vacant position on the recommendation of the Director or his/her designee and approval by the Village Manager. Employees who are so appointed to acting status for a period of a week or

more shall receive a pay adjustment in recognition of the increased responsibilities. The acting pay increase will be approximately a 5% increase, placing the acting employee's pay at least to the minimum, but not above the maximum pay, in the range of the vacant position. Acting pay may be maintained for up to three months after the vacancy is filled, to recognize the training time to be spent with the newly hired individual.

If the employee's anniversary date falls during the acting period, the evaluation and any pay increase (including retroactive pay) will be delayed until after the acting period, when the employee returns to his regular position. Acting pay may be adjusted once begun only if a general wage adjustment occurs changing the employee's original (regular) rate of pay. The acting pay will be adjusted accordingly to maintain an approximate 5% difference between the employee's original (regular) base pay and the acting pay.

Section G. Job Descriptions: The Village agrees to provide the Union with copies of job descriptions for all bargaining unit classifications prior to execution of this Agreement. In the event that the Village makes any change to a bargaining unit job description, the Village agrees to provide the Union with a copy of such amended job description no less than ten (10) business days prior to the effective date of its implementation. If such amendments to the job description constitute substantive changes, the Union may make its timely request, and the Village agrees, to meet at a mutually agreeable date and time to bargain over the effects of such changes. If the Union makes a timely request to bargain over the effects of changes to job descriptions, the Village agrees that such changes will not be implemented prior to the meeting with the Union.

## **ARTICLE XVI. PROMOTIONS**

Section A. Promotions to Bargaining Unit Employee I: If the Village seeks to fill a vacancy in a Bargaining unit employee I position which presents a promotional opportunity for bargaining unit members, the Village agrees to select for promotion the most senior applicant who is fully qualified for the job. Notwithstanding the foregoing, the Village retains the right to establish qualifications for such position based upon reasonable standards commensurate with the duties required for the position and shall post such qualifications. In addition, the Village's review of the applicant's qualifications may include, but shall not be limited to the applicant's relevant experience and training, including demonstrated ability to deal with the requirements of the position, and the applicant's past work record and annual evaluations, including attendance and discipline. The Village's decision to promote as detailed above shall not be grievable except for review of whether the decision was arbitrary or capricious.

Section B. Automatic Promotions to Bargaining Unit Employee II: A progressive system is available to reclassify an entry level employee (a Bargaining unit employee III) to the mid-level position (a II) by meeting the following criteria:

1. The employee has worked in the entry level position a minimum of five (5)

years with a base pay rate equal or greater than the minimum of the II pay range. The current year's performance rating and resulting increase will be taken into account.

2. The employee's performance reviews must be Above Standards or better for the last four (4) consecutive years, including any in process (current year's review).
3. The employee must meet job knowledge requirements with appropriate skill level as outlined on the Department Checklist. This checklist is established within the Department as a joint cooperative effort with supervisory staff and employees and is officially maintained by the Director. The list shall be made available to all appropriate employees through an initial posting and distribution. Changes to the initial list will also be posted by the Director.

Once all of the above conditions have been met, the entry level employee may request reclassification as part of his or her performance review, by a written request to the Director. After the Supervisor and Director have verified that all the above criteria have been met, the request may be submitted along with the Above Standard (minimum performance level) review to officially change the job classification designation for the upcoming performance year. Upon final approval of the Village Manager, the employee will be considered as reclassified, therefore will be eligible to progress into the pay range for the II classification level. The process is not associated with any additional pay increase beyond the availability of the movement into the II pay range.

## **ARTICLE XVII. NO STRIKE**

Section A. No Strike Commitment: During the term of this Agreement, neither the Union nor any officers, agents or employees covered by this Agreement will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, sympathy strike, or any other interference with the work and the statutory function or obligations of the Village. Each employee who holds the position of Bargaining Unit Representative (B.U.R.) occupies a position of special trust and responsibility in maintaining compliance with this Section. In the event of a violation of this Section, the Union and its representatives agree to inform its members of their obligations under this Agreement and direct them to return to work.

Section B. Union Obligation: The Union agrees to notify all officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section A of this Article to return to work.

Section C. Penalties for Violations: The Village may discharge, discipline and deduct pay or withhold other benefits of any employee who violates Section A and any



employee who fails to carry out his responsibilities under Section B, and resort to the Grievance Procedure or any other available procedures shall be limited solely to the issue of whether the employee(s) violated Section A of this Article. The appropriate penalty is left to the Village.

Section D. Village Rights: The Union agrees that the Village has the right to deal with any such work interruption activity by imposing discipline, including discharge or suspension without pay on any, some or all of the employees participating therein, and/or any, some, or all of the leaders of the Union who so participate, as the Village may choose.

Section E. No Lockout: During the term of this Agreement, neither the Village nor its agents shall authorize, institute, aid or promote, as a resolution to a labor dispute, any lockout of employees covered by this Agreement.

Section F. Judicial Remedies: Nothing contained herein shall preclude either party from obtaining judicial restraint, damages and cost from any source resulting from violations of this Article.

## **ARTICLE XVIII. GRIEVANCES**

Section A. Definition: A grievance is any dispute or difference of opinion between the Village and the Union or an employee with respect to the meaning, interpretation, or application of the provisions of this Agreement, except for those management rights not modified or limited by the terms of this Agreement.

The employee and/or his supervisor may discuss the situation and the appeal process with the Human Resources Department. In certain unusual circumstances it may be justified for the employee to talk to the Human Resources Director initially without penalty or repercussion from the supervisor or department head.

All employees should understand that circumstances which give rise to a grievance shall not exempt the employee from the responsibility of completing an assigned task.

Section B. Process: When an employee wishes to exercise the right to initiate the process, the following procedure shall be implemented:

### Step 1: To Direct Supervisor

The employee who has a grievance may file a written appeal. The appeal must be made within seven (7) working days after the aggrieved actions occur. Failure to file within this time shall waive any rights to the grievance process.

The initial appeal is directed to the immediate supervisor.

The initial appeal shall include sufficient documentation about the reasons for the grievance.

The appeal shall include the specific section of the Agreement which the employee believes to be violated.

The supervisor shall be responsible for:

Making inquiry into the facts and circumstances of the appeal.

For providing the employee with a written decision within seven (7) working days after receipt of the appeal.

Provide a copy of above to the Department Head and the Human Resources Director.

If the action being appealed was initiated by the Department Head, Step 1 shall not apply and the procedure may start with Step 2.

If the appeal involves suspension, demotion or dismissal, the procedure may start at Step 2. In cases where a dismissal, suspension, or demotion was determined by the Village Manager, the appeal may be made directly to the Village Manager - Step 3.

#### Step 2 - To Department Head

If the employee is dissatisfied with the response from his immediate supervisor or if a response is not received within seven (7) days, the employee may present the appeal to the Department Head. This action shall be made in writing to the Department head and shall include all documents from Step 1.

The Department Head shall review the grievance and may conduct a separate investigation. The Department Head will render a written decision within 7 working days of the receipt of the employee's appeal.

A copy of this decision shall be provided to the Human Resources Director and the employee involved.

#### Step 3 - Appeal to the Village Manager or Designee

If the employee is not satisfied with the Department Head's response or if the response is not received within seven (7) working days, the employee shall have the right to appeal in writing within seven (7) working days to the Village Manager.

The Village Manager or his designee shall review the matter with the appealing employee within ten (10) working days. All information obtained in the previous

steps will be examined, as well as other information gathered by the Manager or his designee. After such a meeting, the Manager will make a decision within fifteen (15) working days.

Throughout the process, an extension for additional time to review the facts of the case may be requested by either party, but the process shall not be unreasonably delayed.

Under rare circumstances a grievance may be presented directly to the Village Manager after consulting with the Human Resources Director. Every effort must be made, however, to follow the formal grievance process as described here.

#### Step 4 - Arbitration

After a grievant has exhausted the steps established above for the settlement of grievances, and the grievance remains unsettled, the Union may pursue arbitration.

Within seven (7) calendar days of receipt of the Village Manager's decision, the Union must file a notice of arbitration with the Village Manager's Office. Such notice shall contain a full summary of the grievance, responses made, and grievances not responded to. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of arbitration. In the event the parties are unable to agree upon an arbitrator within such five day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) qualified arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators. The Village and the Union each have the right to reject one (1) panel of five (5) names in its entirety, and request that a new panel of five (5) names be submitted. Both the Village and the Union shall have the right to strike two (2) names from the panel. The parties shall alternately strike one name from the list, with the order of striking determined by a coin toss. The person remaining shall be the arbitrator.

The arbitrator shall be notified of his selection and shall be requested to set a time for the hearing subject to the availability of Union and Village representatives. The Village shall select the location for the hearing which shall be within the Village limits. 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 shall retain the right to employ legal counsel.

Immediately at the close of the arbitration hearing, if the arbitrator has a proposed appropriate solution, he must offer it to the parties. If either party is unwilling to agree, the arbitrator shall submit a written opinion and award within thirty (30) calendar days following the close of the hearing or the submissions of briefs by the parties, whichever is later.

The award of the arbitrator shall be binding. The fees and expenses of the arbitrator and the costs of a written transcript, if any, shall be divided equally by

the parties. All other costs shall be paid by the party which incurs such costs.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the specific provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issues submitted by the parties and shall have no authority to make a decision on any other issue not submitted. The arbitrator shall be without authority to make a decision contrary to or inconsistent with, or modify, or varying in any way, the application of laws and rules and regulations having the force and effect of law. Improperly filed or processed grievances shall be denied by the arbitrator as procedurally defective. Failure of the Union or the grievant to comply with time limits set forth above will serve to declare the grievance settled and no further action may be taken. Failure of the Village to respond within the time limits shall constitute a denial of the grievance and the grievant may proceed to the next step.

#### **ARTICLE XIX. ENTIRE 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 not removed by law from the area of collective bargaining, and that the full and complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union, for the duration of this Agreement, voluntarily and unqualifiedly waives the right and agrees the Village shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, provided such subjects or matters were reasonably within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Except as provided by the provisions of this Agreement, the Village retains and may exercise all powers granted to it by law.

#### **ARTICLE XX. SAVINGS CLAUSE**

Section A. Unlawful Provisions: If any provision of this Agreement is subsequently declared by competent authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, and regulations of the United States of America, and the State of Illinois, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

In the event that any provision of this Agreement is declared invalid and the effect of such declaration of invalidity shall be to unduly prejudice any party to this Agreement the said party may require good faith negotiations to commence to deal with the effect of the declaration of invalidity.

Section B. Priority of Agreement: Pursuant to relevant provisions of the Illinois Public Labor Relations Act, the terms of this Collective Bargaining Agreement shall

supersede any contrary or inconsistent statutes, charters, ordinances, rules or regulations relating to wages, hours and conditions of employment and employment relations.

Section C. ADA Compliance: Nothing in this Agreement shall prohibit the Village from taking steps to comply with the requirements of the Americans with Disabilities Act.

## **ARTICLE XXI. UNION ACTIVITY**

Section A. Union Representatives: The Union will advise the Village, in writing, of the names of Union Representatives and shall notify the Village if and/or when there are changes in the Union Representative structure. It is agreed that it is the responsibility of the Union Representatives to represent bargaining unit members in the workplace in matters of discipline and/or grievance handling on a formal or informal basis. The Union and the Village agree that Union Representatives must notify their supervisor when they intend to leave their work areas to represent bargaining unit members. The Union Representatives will make every effort to schedule preparation for meetings or hearings before and/or after

their work shift and/or during non-work time, whenever it is practical or possible to do so.

Section B. Conference Attendance: The Village agrees to grant, Department operations permitting, requests by Union representatives to attend seminars, conferences and forums that are of mutual benefit to the Village and the Union. Such authorized absences, when granted, shall not exceed five (5) work days for each Union representative per contract year. The Union representative may use accrued vacation or personal leave to remain in paid status, or take the leave without pay, at the employee's election. Employees' requests under this section shall not be unreasonably denied.

Section C. Union Access: Union representatives may be granted access to the premises of the Village in order to perform their duties as collective bargaining representatives. All reasonable efforts shall be made by the Union to conduct such visits during non-working times (before or after work, during lunch or other breaks). Union visitations shall be short in duration and shall avoid disruption of Village operations. The Business Agent or Representative shall provide reasonable advance notice to the Department Head and/or Supervisor of any desired visitation. The Village reserves the right to require the visitation to be rescheduled if necessary to avoid disruption of Village operations.

Section D. Negotiations Scheduling: The parties agree to try to schedule negotiations meetings during hours when employees who are members of the Union's

bargaining team are not scheduled on duty. In the event that such meetings cannot be so scheduled, two (2) employees from the Union's bargaining team shall be released from duty with pay for up to three (3) hours for purposes of negotiating meetings with the Village. One (1) employee who is a representative of the Union for purposes of administering the agreement shall be released from duty with pay, when necessary, for purposes of processing grievances with the Village, provided that prior supervisory approval is obtained and that such release shall not interfere with the functioning of the Department operations.

Section E. Bulletin Boards: The Village shall provide the Union with a bulletin board in a designated location which is accessible to all bargaining unit members, upon which the Union may post its notices, subject to Departmental approval. If there is any objectionable material on the board, the Department will remove it and provide the Union with an explanation.

## **ARTICLE XXII. DUES DEDUCTION**

Section A. Dues Deduction: The Village agrees to deduct, once each month, dues in the amount certified to be current by the secretary-treasurer of the Union from the pay of those employees who individually and voluntarily request in writing that such deduction be made. Said deductions shall be forwarded to the Union each calendar month, within fifteen (15) days of the date the deductions were made, together with a list showing the employees names, job title, social security number and the amount deducted from his/her pay. This authorization shall remain in effect until terminated in writing by the employee(s) or expiration of this Agreement, whichever occurs first.

Section B. Indemnification of Village: The Union does hereby indemnify and shall save the Village harmless against any and all claims, demands, suits or other forms of liability, including all costs of litigation which arise out of or by reason of action taken or not taken by the Village where the action or non-action is in compliance with the provisions of this Article, and in reliance on any lists or certificates which have been furnished to the Village pursuant to this Article.

Section C. Notice of Changes: In the event that a bargaining unit member's employment status changes, which change affects their dues/fair share payment obligation, the Union will be notified within thirty (30) days of such change.

## **ARTICLE XXIII. TERM OF AGREEMENT**

This Agreement shall be effective upon execution, and shall remain in full force and effect until the 30th day of April, 2025. Within one hundred twenty (120) days prior to the expiration date of this Agreement, either party may request in writing a meeting to discuss the possibility of another agreement or the extension of this Agreement.

The Union shall serve on the Village a written demand not less than ninety (90) calendar days, nor more than one hundred and twenty (120) calendar days prior to May 1, 2025. Negotiations shall commence within thirty (30) calendar days of receipt of the demand. This Agreement shall remain in full force and effect pending the completion of any negotiations or impasse resolution proceedings.



#### **ARTICLE XXIV. LOSS OF REVENUE CLAUSE**

If, at any time during the term of this labor agreement, an action by Federal or State government impairs, reduces or eliminates General Fund Revenues such that the projected impact would result in a projected General Fund loss greater than 5% of total budgeted General Fund expenditures, then the Village and the Union will enter into a wage reopener and renegotiate wage increases described in Article XV (Wages) Section A1 and Section A2 (Appendix A) for the remaining term of this agreement.

IN WITNESS WHEREOF the parties have hereunder set their hands and seals this  
19<sup>th</sup> day of December, 2022.


ATTEST:

VILLAGE OF CAROL STREAM


By:  Village Clerk  
By:  Mayor


ATTEST:

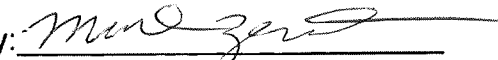
SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 73

By:   
Dian Palmer  
President, SEIU Local 73

**SERVICE EMPLOYEES INTERNATIONAL  
LOCAL 73 STEWARDS**

By:   
Nick Techter  
Chief Steward, SEIU Local 73  
Street Division

By:   
Paul Trippett  
Chief Steward, SEIU Local 73  
Garage Division

By:   
Marty Zamecnik  
Chief Steward, SEIU Local 73  
Water & Sewer Division



## APPENDIX A

### WAGE RATES

#### May 1, 2022 (3%)

	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Probationary WSE	\$56,517.04	\$80,488.89	\$27.17	\$38.70
WSE II & <b>WP Operator</b>	\$60,719.68	\$92,424.34	\$29.19	\$44.43
WSE I	\$71,106.31	\$101,059.26	\$34.19	\$48.59
WSE - Locator	\$56,517.04	\$80,488.89	\$27.17	\$38.70
Probationary PWE	\$56,584.29	\$80,515.91	\$27.20	\$38.71
PWE II & <b>Arborist</b>	\$59,744.80	\$89,499.33	\$28.72	\$43.03
PWE I	\$71,106.31	\$101,059.26	\$34.19	\$48.59
Mechanic	\$68,217.17	\$97,030.46	\$32.80	\$46.65
Mechanic Helper	\$57,334.77	\$81,561.85	\$27.56	\$39.21

#### May 1, 2023 (3.25%)

	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Probationary WSE	\$58,353.84	\$83,104.78	\$28.05	\$39.95
WSE II & <b>WP Operator</b>	\$62,693.07	\$95,428.13	\$30.14	\$45.88
WSE I	\$73,417.26	\$104,343.69	\$35.30	\$50.17
WSE - Locator	\$58,353.84	\$83,104.78	\$28.05	\$39.95
Probationary PWE	\$58,423.28	\$83,132.68	\$28.09	\$39.97
PWE II & <b>Arborist</b>	\$61,686.51	\$92,408.05	\$29.66	\$44.43
PWE I	\$73,417.26	\$104,343.69	\$35.30	\$50.17
Mechanic	\$70,434.23	\$100,183.95	\$33.86	\$48.17
Mechanic Helper	\$59,198.16	\$84,212.61	\$28.46	\$40.49

#### May 1, 2024 (2.75%)

	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Probationary WSE	\$59,958.57	\$85,390.16	\$28.83	\$41.05

WSE II & <b>WP Operator</b>	\$64,417.13	\$98,052.41	\$30.97	\$47.14
WSE I	\$75,436.24	\$107,213.14	\$36.27	\$51.54
WSE - Locator	\$59,958.57	\$85,390.16	\$28.83	\$41.05
Probationary PWE	\$60,029.92	\$85,418.83	\$28.86	\$41.07
PWE II & <b>Arborist</b>	\$63,382.88	\$94,949.28	\$30.47	\$45.65
PWE I	\$75,436.24	\$107,213.14	\$36.27	\$51.54
Mechanic	\$72,371.17	\$102,939.01	\$34.79	\$49.49
Mechanic Helper	\$60,826.10	\$86,528.45	\$29.24	\$41.60

### Snow Policy

The Union agrees to withdraw its grievances dated December 16, 2005 concerning the above named issue based upon the following agreement:

On this particular issue it seems as if we have agreed to attempt to follow a schedule that will not force any bargaining unit employee to exceed a sixteen (16) hour work day.

The details of this plan will be worked out on a "as needed" basis between the Union and management either prior to or during the snow season for the most part.

The issue became more complicated than we expected and we believe it will have to be tested as a trial policy until we see what we need to change to accommodate everyone's best interests.

We have agreed to discuss the details further as it becomes necessary.

## MECHANIC HELPER

The Union agrees to withdraw its grievance dated December 16, 2005 concerning the above named issue based upon the following agreement:

The Union filed a grievance regarding the Village's attempt to re-establish the title of Mechanic Helper without bargaining over the matter with the Union. The Village also expressed a desire to deviate from the regular work day and work week as outlined in the Contract for this position. After discussing the specifics of the issue, the parties reached the following agreement:

In an effort to conclude these negotiations and based on the assurances from Village management that there is not any plan to make any "wholesale changes" in the normal work day or work week which is Monday through Friday 7:00 a.m. until 3:30 p.m. for the rest of the positions covered by the Contract, we have agreed that the position of Mechanic Helper will be reinserted in the Contract as an entry level position with an annual starting salary, approximately 85% of the Mechanic's starting salary.

Further, the Village agrees that it will not change the shift of any bargaining unit employee unless and until it complies with Article V, Hours of Work and Overtime, Section B, Schedule Changes, which states: **"Should it be necessary, the Village shall retain the right in the interest of efficient operations, to establish daily or weekly work schedules departing from the normal work day, or work shift or the normal work week. Except in cases of emergencies, the Village shall give two (2) weeks written notice of such change to the affected bargaining unit employee and the Union prior to the effective date of such change."**

*The parties further agree that if it fails to provide the required notice of a change in the normal work day, work shift or work week the Union can bypass the first 2 Steps of the Grievance procedure and file a grievance at Step 3 of the procedure (Village Manager) so as to expedite the grievance process.*

It was further agreed that the promotion of the Mechanic Helper shall take place in the same manner as the automatic promotion from a III position to a II position. The parties agreed that any evaluation that ~~we~~ the Union feel has been administered unfairly can be grieved per the Policy Manual in an effort to correct the review if necessary and applicable for the employee involved.

The Village has indicated that it may need to change hours of work for special projects from time to time, such as the changing of the AMR batteries for water meters. The Village has agreed that, when practical, they may hire a new employee for the special projects, or offer the special project duties and schedule to the current bargaining unit employees or, if there are no volunteers, assign the special project to the least senior, qualified bargaining unit employee. It is further agreed that once the special project is completed, the bargaining unit employee performing the duties involved in the special project shall be returned to the regular work day, work shift and work week as outlined in the Contract.

VILLAGE OF CAROL STREAM  
INTER-DEPARTMENTAL MEMO

DATE: April 7, 1992

TO: All Public Works Department Employees

FROM: John A. Turner, Director of Public Works *JAT*

RE: Breaks

Whether you work in Water, Sewer, Wastewater, the Municipal Garage, the Street Division, or in the office complex, the nature of our work requires us to handle many different responsibilities. During the nature of our work in switching from one specific operation to another, there normally is a natural break in the flow of work which lends itself to taking short periods of rest or what are more commonly referred to as "breaks". The Village Personnel Code realizing the nature of our work allows such breaks to vary in time, setting and length, and to be set by the department head so that they may best fit in with that department's work responsibilities. It is my position that our breaks should occur in the natural interruption of our daily work routine. We should not drop everything because the clock says it is one particular time and sit down and take a break. My observation of some of our employees over the last several months believes that some of you disagree with my opinion. As I mentioned once before, I have observed a routine of some employees taking breaks at exactly the same time day after day. I find it hard to imagine that their work routine suddenly breaks at the same time consistently, day after day. I do not want our employees dropping what they are doing when they are on the far-edge of town just because it is 10 A.M. ~~or 2 P.M.~~ and driving all the way to the Public Works Center to sit down for 15 minutes.

Taking a break at a set time is okay if the work which you are conducting on that particular day is so consistent that there is not a natural break in it. In that case, breaks may be taken at the midpoint of the operation, but should generally consist of a 15-minute period from the time that you stop work to the time you start work. That includes travel time. It is not okay to leave a job operation, drive for 5 minutes, stop at the 7-11 for 5 minutes, and then return to the Public Works Center for 15 minutes. The same is true of lunch periods. The time that one stops to pick-up lunch is part of the lunch break.

I prefer that we not change our personnel policy on breaks and that we do not eventually have to set a set time that everyone must take a break, exactly how many, and how many minutes they must last each day. However, if people abuse the current flexible policy, more tightening of the policy will surely be necessary.

jej