

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE VILLAGE OF WILLOWBROOK**  
**AND**  
**TEAMSTERS LOCAL 700**  
**Expiring April 30, 2027**

## TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE I – RECOGNITION AND REPRESENTATION .....	2
ARTICLE II – UNION SECURITY AND RIGHTS .....	2
Section 2.1 – Fair Representation .....	2
Section 2.2 – Access to Village Premises .....	2
Section 2.3 – Bargaining Unit Employee Information .....	2
Section 2.4 – Dues Deduction .....	2
Section 2.5 – Dues Revocation .....	3
Section 2.6 – Union Steward .....	3
Section 2.7 – Union Activity During Working Time .....	3
Section 2.8 – Indemnification and Superseding Effect of this Article .....	3
ARTICLE III – MANAGEMENT RIGHTS .....	3
ARTICLE IV – LABOR-MANAGEMENT CONFERENCES .....	4
ARTICLE V – HOURS OF WORK AND OVERTIME .....	5
Section 5.1 – Application of Article .....	5
Section 5.2 – Normal Work Day .....	5
Section 5.3 – Change to Work Schedule and Work Day .....	6
Section 5.4 – Overtime Pay .....	6
Section 5.5 – Compensatory Time .....	6
Section 5.6 – Required Overtime, Distribution and Weekly On-Call Status .....	7
Section 5.6.1 – On-Call Status .....	8
Section 5.7 – Call-Back Pay .....	8
Section 5.8 – Winter Snowplowing/Salting .....	9
Section 5.9 – No Pyramiding .....	9
ARTICLE VI – SENIORITY, LAYOFF AND RECALL .....	9
Section 6.1 – Definition of Seniority .....	9
Section 6.2 – Breaks in Continuous Service .....	9
Section 6.3 – Probationary Period .....	9
Section 6.4 – Layoffs .....	10
Section 6.5 – Effects of Layoff .....	10
Section 6.6 – Recall of Employees .....	10
Section 6.7 – Termination of Seniority .....	10
ARTICLE VII – NO STRIKE-NO LOCKOUT .....	11
Section 7.1 – No Strike .....	11
Section 7.2 – No Lockout .....	11
Section 7.3 – Judicial Restraint .....	12

ARTICLE VIII – VACATION .....	12
Section 8.1 – Vacation Accrual .....	12
Section 8.2 – Vacation Usage .....	12
Section 8.3 – Snow Season Restriction.....	12
Section 8.4 – Availability Status During Vacation Leave .....	13
Section 8.5 – Accumulated Vacation at Separation.....	13
ARTICLE IX – SICK LEAVE .....	13
ARTICLE X – HOLIDAYS .....	13
ARTICLE XI – PAID LEAVE FOR ALL WORKERS ACT (“PLAWA”) .....	13
ARTICLE XII – HEALTH INSURANCE .....	13
Section 12.1 – Health Insurance .....	13
Section 12.2 – Terms of Insurance Policies to Govern.....	14
ARTICLE XIII – FAMILY AND MEDICAL LEAVE .....	14
ARTICLE XIV – DRUG AND ALCOHOL FREE WORKPLACE.....	14
ARTICLE XV – BEREAVEMENT LEAVE.....	14
ARTICLE XVI – UNIFORMS .....	14
ARTICLE XVII – DISCIPLINE .....	14
ARTICLE XVIII – GRIEVANCE PROCEDURE .....	15
Section 18.1 – Grievance Defined .....	15
Section 18.2 – Processing of Grievance .....	15
Section 18.3 – Grievance Steps .....	15
Section 18.4 – Fees and Expenses of Arbitration .....	17
Section 18.5 – Untimely Responses or Appeals .....	18
ARTICLE XIX – COMPENSATION .....	18
Section 19.1 – Wages.....	18
Section 19.2 – Performance Increases .....	18
ARTICLE XX – MISCELLANEOUS.....	18
Section 20.1 – Physical/Psychological Examinations .....	18
Section 20.2 – Ready to Work .....	19
Section 20.3 – Subcontracting .....	19
ARTICLE XXI – SAVINGS CLAUSE.....	19
ARTICLE XXII – ENTIRE AGREEMENT .....	19

ARTICLE XXIII – TERM OF AGREEMENT .....	19
---	----



## **PREAMBLE**

THIS AGREEMENT, entered into by the VILLAGE OF WILLOWBROOK (hereinafter referred to as the "Village" or the "Employer") and TEAMSTERS LOCAL 700 (hereinafter referred to as the "Union"), in recognition of the Union's status as the representative of the employees described in Article I below, and its intent is to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances, as provided herein.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

## **ARTICLE I – RECOGNITION AND REPRESENTATION**

The Village recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours, terms and conditions of employment for all full-time Maintenance Technicians (hereinafter referred to as “employees”), but excluding all employees classified as Supervisor, Superintendent, and Director of Public Works, all supervisory and confidential employees, all other short-term, managerial, supervisory, confidential and professional employees, as defined by the Act, as amended, and all other Village employees.

## **ARTICLE II – UNION SECURITY AND RIGHTS**

### **Section 2.1 – Fair Representation**

Employees may join or not join the Union as a personal choice. The Union recognizes its responsibility as bargaining agent, and agrees to fairly represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify, defend and hold harmless the Employer, and its officials, representatives and any agents from any claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

### **Section 2.2 – Access to Village Premises**

One (1) Union representative shall normally have access to the premises of the Village for the purpose of resolving serious disputes or problems arising under this Agreement. In order to receive access, the representative must provide reasonable advance notice to the Director of Public Works (“Director”) or his designee. The representative may visit with employees during their non-working hours, if such visit does not disturb the work of employees who may otherwise be working.

### **Section 2.3 – Bargaining Unit Employee Information**

At the request of the Union (which shall be no more frequent than twice per year), the Village will provide the Union with an Excel spreadsheet containing the employee information listed in Section 6(c) of the Illinois Public Labor Relations Act (5 ILCS 315/6(c)).

### **Section 2.4 – Dues Deduction**

Upon receipt of a signed authorization card from an employee, the regular monthly Union dues shall be deducted from such employee’s first two paychecks in a month. The amounts so deducted shall be forwarded after each month to the Union’s Treasurer, along with a list of the names and amounts for whom deductions have been made. If the employee has no earnings or insufficient earnings for a particular pay period, the Union shall be responsible for collecting said dues. The union shall notify the Village in writing as to the amount to be deducted from each such paycheck. The Union may change the dollar amounts once each year during the life of this Agreement by giving the Village at least thirty (30) calendar days’ notice of any change.

## **Section 2.5 – Dues Revocation**

An employee may make a revocation of any dues deduction authorization card at any time by providing thirty (30) calendar days written notice to both the Village and the Union. The Village's obligation to make dues deductions from an employee's paycheck shall immediately terminate upon receipt of a revocation of a dues authorization card or upon the employee leaving Village employment, or being promoted or transferred to a job classification not covered by this Agreement.

## **Section 2.6 – Union Steward**

The Employer recognizes the right of the Union to designate one (1) steward. The Employer shall not be required to recognize any steward unless and until the Union notifies the Director or his designee of the name and date of appointment of such steward in writing over the signature of an appropriate official of the Union. The Union shall notify the Director or his designee in writing of changes in Union stewards within ten (10) business days after such changes occur.

## **Section 2.7 – Union Activity During Working Time**

Employees shall not engage in union activity during their working time, without the express permission of the Director or his designee and such permission shall be withheld, if it is determined by the Director or designee that such activity will impede normal operations, in accord with 5 ILCS 315/6(c-10).

## **Section 2.8 – Indemnification and Superseding Effect of this Article**

The Union shall indemnify and hold harmless the Village and its officers, agents and employees against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable legal costs that may arise out of, or by reason of, any action taken or not taken by the Village, its officers, agents and employees in the course of or for the purpose of complying with this Article. If an improper deduction is made and transmitted to the Union, the Union shall refund any such amount directly to the involved employee, with notification to the Village. To the extent the provisions of this Article differ from the union access, information and dues deduction provisions of Section 6 of the Illinois Public Labor Relations Act, the Union and the Village agree that this Article will supersede Section 6.

## **ARTICLE III – MANAGEMENT RIGHTS**

Except as specifically modified by other articles of this Agreement, the Union recognizes the Village's exclusive right to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following:

- a) plan, direct, control, and determine all functions, operations, standards and services;

- b) supervise, direct and evaluate employees;
- c) establish the qualifications for employment and to employ employees;
- d) establish work rules, work schedules, work assignments and assign such to employees;
- e) hire, promote, transfer, schedule, and assign work to employees in positions and to create, combine, modify, and eliminate positions;
- f) suspend, demote, discharge, and take other disciplinary action against employees for just cause (with the exception of probationary employees, who may be disciplined or discharged without cause);
- g) establish reasonable work and productivity standards and, from time to time, amend such standards;
- h) determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement;
- i) assign overtime, and determine the number of hours of work and shifts per week, and the hours of those shifts;
- j) contract out for goods and services;
- k) maintain efficiency of operations and services;
- l) take whatever action is necessary to comply with State and Federal law;
- m) secure, change or eliminate methods, equipment, and facilities for the improvement of operation;
- n) determine the kinds and amounts of services to be performed as it pertains to operations, and the number and kind of classifications to perform such services, to include revision, combination, addition or elimination of job classifications;
- o) determine the methods, means, organization and personnel by which operations are to be conducted to include services and staffing requirements;
- p) determine the standards of professionalism required of the employees, and from time to time, to change those standards;
- q) take whatever action is necessary to continue operations and functions in emergency situations;
- r) establish and implement a budget;
- s) make, alter and enforce rules, regulations, orders and policies and other management rights as enumerated above so long as such action is neither arbitrary nor capricious;
- t) carry out the mission of the Village.

#### **ARTICLE IV – LABOR-MANAGEMENT CONFERENCES**

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

- a) Discussion on the implementation and general administration of this Agreement.
- b) A sharing of general information of interest to the parties.
- c) Notifying the employees of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- d) Identifying unsafe or unhealthy working conditions which may exist considering the nature and requirements of the respective work locations and job functions to be performed by bargaining unit members.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement. To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

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

Prior to agreeing to meeting times, the Union shall notify the Employer of whether it intends to have any employee(s) attend the meeting and, if so, identify such employee(s). If the parties agree to schedule the labor-management meeting during regular working hours of the bargaining unit member(s) attending, then the bargaining unit member will be permitted to attend such meeting during his/her regular hours of work with no loss of pay. Otherwise, attendance at such meeting shall not be considered as time worked for any bargaining unit member who attends.

## **ARTICLE V – HOURS OF WORK AND OVERTIME**

### **Section 5.1 – Application of Article**

This Article is intended to be only a basis for calculating overtime payments and nothing contained in this Article or Agreement is intended to or shall be construed as a guarantee of hours of work per day, per week or per work cycle.

### **Section 5.2 – Normal Work Day**

The current normal work day for full-time employees is eight and one-half (8 ½) hours, from 7:00 a.m. to 3:30 p.m., Monday through Friday, which shall include a one-half (1/2) hour unpaid meal period. All employees are to be dressed in their work uniform (including work safety boots) and ready for work at or just before 7:00 a.m. Employees shall not work through their normal meal period and subsequently request to leave early. The current normal work schedules and work days for such employees shall remain in effect, unless the Village exercises its right to change them, subject to the procedures as set forth in Section 5.3 of this Agreement.

The work day normally will include: one (1) paid fifteen (15) minute break in the morning and one (1) paid fifteen (15) minute break in the afternoon. If an employee is required to work through a paid break, the employee shall not be entitled to additional compensation. Employees

may not drive a Village vehicle to pick up food or for other personal use while on a break or lunch without receiving a supervisor's prior permission.

### **Section 5.3 – Change to Work Schedule and Work Day**

The Village may alter shift start times on a permanent basis following fifteen (15) days' notice to the Union, providing the Union with an opportunity to discuss the issue before implementing the change on the date specified in the notice to the Union. The Village may temporarily modify the normal shift start time by up to one hour (e.g., start times could extend from 6:00 a.m. to 8:00 a.m.) in half-hour increments. When the modification to the normal shift start time will last longer than seven (7) consecutive calendar days for one or more employees, the Village will provide the Union and affected employees (absent emergency circumstances) with at least twenty-four (24) hours advance notice of when the change will take effect. Such shift start time changes will not result in overtime.

### **Section 5.4 – Overtime Pay**

An employee shall be paid one and one-half (1 ½) times the employee's regular straight time hourly rate of pay for all hours actually worked in excess of forty (40) hours in the employee's regular work week, to the extent required by the Fair Labor Standards Act. Before an employee may be eligible to receive any overtime pay under this Agreement, the additional hours of work must be approved in advance by a supervisor.

The weekly on-call bargaining unit member will receive five (5) hours' pay at the regular rate of pay or the overtime rate of pay, as may be applicable, for work assigned to be performed on Saturday or on Sunday. Such Saturday and Sunday work assignments shall be required to be performed within the hours specified by the Employer. This compensation for hours of work shall be in addition to the "on-call pay" described in Section 5.6.

### **Section 5.5 – Compensatory Time**

In lieu of cash, employees may elect to earn compensatory time, with the Public Works Director's approval, at a rate of one and one-half (1 ½) times the number of overtime hours worked.

Employees shall be allowed to accumulate up to forty (40) hours of compensatory time at any one time. In addition, no employee shall be allowed to use more than forty (40) hours of compensatory time in a fiscal year (May 1 – April 30). Any overtime hours worked that would result in an excess of forty (40) hours will be monetarily paid at the employee's overtime rate.

Requests to use compensatory time off shall be granted in such time blocks and days as are mutually agreed upon by the employee and the Village. Compensatory time may not be used during the snow season, as described in Section 8.3 of this Agreement.

Upon separation from service, an employee will be paid for any unused compensatory time at his ending straight time hourly rate of pay.



## Section 5.6 – Required Overtime, Distribution and Weekly On-Call Status

The Public Works Director (“Director”) or his designee has the right to require employees to work overtime assignments beyond their normally scheduled work hours, and employees may not refuse to work such overtime assignments (subject to the overtime procedure described below). At a supervisor’s reasonable discretion, any on-duty employees may be offered a non-callback overtime assignment that constitutes a continuation of work past the end of their shift, without following the callback process described below.

Absent time-sensitive emergency circumstances, overtime callbacks shall be assigned pursuant to the following procedure:

- **On-Call List.** Overtime assignments shall first be filled by the employee who is on-call that week.
- **Volunteer List.** Callbacks will then be offered to employees on a volunteer basis by using a volunteer list. Employees on the “volunteer list” will be initially ranked at the beginning of each calendar year in order of seniority. The first overtime callback assignment will be offered to the most senior employee, and if he declines or does not respond, the Village will continue soliciting volunteers down the seniority list until sufficient employees have volunteered. Volunteer solicitations for the next overtime callback assignment will start from the next senior employee below the last volunteer, after which the solicitation procedure will be repeated. Notwithstanding the foregoing, the Director or his designee may skip an employee on the Volunteer List if the Director or his designee, in his reasonable discretion, decides that the employee lacks sufficient training, experience and/or qualifications to perform the overtime callback assignment. New employees will be added to the bottom of the Volunteer List, regardless of the position of the last overtime volunteer.
- **Force-Back List.** After the Volunteer List has been exhausted without a sufficient number of employees volunteering for the callback overtime assignment, the Village will force an employee back to work overtime using a second list called a “Force-Back List.” Employees on the “Force-Back List” will be initially ranked at the beginning of each calendar year in order of seniority, with the least senior employee being listed first. The first overtime callback assignment from the “Force-Back List” will be imposed on the least senior employee. If the employee does not respond or is unavailable due to being on pre-approved leave like vacation, comp time, personal day, sick leave, FMLA or workers compensation, the Village will force the next senior employee(s) on the “Force-Back List” to respond to the overtime callback, until a sufficient number of employees have been selected for the overtime callback. Employees who have been forced back according to this procedure will be moved to the bottom of the “Force-Back List,” after which the list will continue rotating with subsequent employee force-backs being moved to the bottom of the list, with employees at the top of the list being the next employee eligible for a force-back. Notwithstanding the foregoing, the Director or his designee may skip an employee on the “Force-Back List,” if the Director or his designee in his reasonable discretion decides that the employee lacks sufficient training, experience and/or qualifications to perform the overtime callback assignment. New employees will be added to the top of the “Force-Back List.”

- An employee who fails to respond to or refuses a compelled overtime callback from the "Force-Back List" will be subject to discipline, up to and including discharge.
- The Volunteer and Force-Back lists will be reset in seniority order annually every January 1.
- The sole remedy for assigning the wrong employee to an overtime assignment under this Section shall be that the aggrieved employee who should have received the overtime assignment will be offered the next available overtime assignment for which they are qualified (and for a date on which they are not on approved leave), regardless of the position of the last overtime volunteer. If the aggrieved employee declines the overtime opportunity, the employee will be entitled to no other remedy. Under no circumstances will an arbitrator be authorized to grant any financial remedy to an employee for a missed overtime assignment.

### **Section 5.6.1 – Weekly On-Call Status**

One bargaining unit member shall be designated to be on-call each week of the year. Bargaining unit members shall rotate the on-call assignment one week at a time, with such rotation to be repeated each week through the calendar year. If the assigned on-call employee is unavailable for a weekly on-call assignment due to sickness, illness, injury, or job vacancy, and the Village decides it wants another on-call bargaining unit employee, the Village will assign another employee to that weekly on-call assignment. The weekly on-call duty rolling calendar will be made available for employees to review, with a revised calendar being published at the beginning of each year.

An employee who is on-call shall be compensated \$125.00 per week that such employee serves on-call. In addition, the on-call employee shall be required to report to work at 7:00 a.m. on Saturday and Sunday of such on-call week, in order to perform scheduled weekend work (e.g., plant checks, inspection and cleaning of public restrooms, opening and closing the Community Resource Center, etc.). Such on-call employee who performs such work shall be compensated five (5) hours at the overtime rate for every Saturday or Sunday on which such work is performed, in addition to the weekly on-call pay.

On-call employees who fail to respond in a reasonable amount of time to a call-out communication, but no later than within one (1) hour, may be subject to discipline and may lose the on-call benefits for the day that the call-out communication was missed or for failure to timely respond.

Nothing in this Section or Agreement will be construed as requiring the Village to fill any vacancy that may occur from time to time, or to create an overtime assignment.

### **Section 5.7 – Call-Back Pay**

A call-back is an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Call-backs shall be compensated with a guaranteed minimum of two (2) hours at the appropriate overtime rate for each such call-back, with pay beginning at the time the employee reports to the Public Works facility.



Employees who are on-call and who perform scheduled weekend work on Saturday or Sunday shall be compensated for such work as provided in Section 5.4 of this Agreement, in lieu of this Section 5.7.

#### **Section 5.8 – Winter Snowplowing/Salting**

The Village shall schedule employees for snowplow/salting as per current practice and procedures to meet the needs of the Village. The Village requires that employees be ready and available to work during snow plowing and salting situations and has the right to require overtime work, and employees who are not otherwise “unavailable” will not refuse overtime assignments. (The Village, at its option, may solicit such employees for overtime, but will not mandate such “unavailable employees,” absent an emergency or shortage of employees.)

#### **Section 5.9 – No Pyramiding**

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

### **ARTICLE VI – SENIORITY, LAYOFF AND RECALL**

#### **Section 6.1 – Definition of Seniority**

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment in any position covered by this Agreement. Seniority shall not include periods of unpaid leave time in excess of thirty (30) days, unless otherwise mandated by law.

#### **Section 6.2 – Breaks in Continuous Service**

An employee’s continuous service record and seniority shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence or being absent for three (3) consecutive days without reporting off.

#### **Section 6.3 – Probationary Period**

All new employees and those hired after loss of seniority shall be considered probationary employees, until they complete a probationary period of twelve (12) months of actual work. During an employee’s probationary period, the employee may be terminated at the sole discretion of the Village. The Village shall have the option of extending the probationary period up to six (6) additional months of actual work, in lieu of terminating a probationary employee. No grievance shall be presented or entertained in connection with the suspension, layoff or termination of a probationary employee. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment.

## **Section 6.4 – Layoffs**

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service, starting with the bargaining unit member with the shortest length of service. Absent an emergency, the Village will provide the Union at least thirty (30) days prior notice of any layoff.

## **Section 6.5 – Effects of Layoff**

In lieu of further bargaining the impact and effects of a layoff, the parties agree to the following benefit to be provided to employees who are laid off:

1. An employee shall be paid for any earned but unused vacation days and compensatory time.
2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for the plan option in which they participated immediately prior to his layoff, for a period not to exceed twelve (12) months following the first day of being laid off.

## **Section 6.6 – Recall of Employees**

Non-probationary employees who are laid off shall be placed on a 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.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall, and such notice of recall shall be sent to the employee by certified mail to the employee's last known address, with a copy mailed by regular mail to the Union. The employee must notify the Public Works Director or his designee of his intention to return to work via personal or telephone contact within three (3) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified 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 Public Works Director or his designee 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 and the employee shall be deemed to have waived any entitlement to reemployment.

## **Section 6.7 – Termination of Seniority**

Seniority and the employment relationship shall be terminated for all purposes if the employee:

1. voluntarily resigns;
2. is terminated/discharged;

3. retires;
4. fails to report to work at the conclusion of an authorized leave of absence or vacation;
5. is laid off and fails to notify the Director of Public Works or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall or fails to return to work within three (3) working days after the established date for the employee's return to work;
6. is laid off for a period in excess of one (1) year;
7. is absent for three (3) consecutive working days without notice or without authorization; or
8. fails to actively perform work for the Village for a period in excess of one (1) year, except for an approved military leave or other legally protected leave.

## **ARTICLE VII – NO STRIKE-NO LOCKOUT**

### **Section 7.1 – No Strike**

Neither the Union nor any of its officers or agents or any employees who are covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, refusal to cross a picket line, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted work-to-the-rule situation, mass absenteeism, picketing at the Village or at the home or outside business of any supervisor or elected official of the Village, 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 such event, the only issue that may be challenged in any proceeding in which such discipline or discharge is challenged, including the grievance and arbitration procedure set forth in this Agreement, is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any instance nor is it a precedent.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. Such officer or steward of the Union shall disavow such action and shall remain at work during any related activity. In addition, 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 the employees verbally and in writing to cease such action and to return to work immediately, and then shall use their best efforts to achieve a prompt resumption of normal operations.

### **Section 7.2 – No Lockout**

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

### **Section 7.3 – Judicial Restraint**

Nothing contained herein shall preclude the Village from obtaining judicial restraint and damages in the event the Union or its officers, agents and employees, or employees covered by this Agreement, violates this Article.

## **ARTICLE VIII – VACATION**

### **Section 8.1 – Vacation Accrual**

All bargaining unit members shall earn vacation on a monthly basis for each month in which they are actively employed, in accordance with the schedule contained in Section 5.38, Vacations, of the Village of Willowbrook Employee Handbook. Vacation time that is earned during a fiscal year (May 1 – April 30) shall be available to be used during the following fiscal year (May 1 – April 30). This provision shall apply to all bargaining unit members, regardless of their date of hire. Vacation time must be used by the end of the fiscal year (April 30) and vacation time not used in such fiscal year shall be forfeited and not carried over, except that an employee may carry over not more than one-half of the vacation days that they earn each fiscal year. Employees may not accumulate more than thirty (30) days of vacation time in their vacation bank. Any vacation days accumulated in excess of thirty (30) days shall be forfeited.

Newly hired employees will be provided pro-rated vacation time that is earned prior to their first May 1 as a Village employee, calculated by multiplying the number of full months remaining in the fiscal year (May 1 – April 30) from the date of hire, times 6.666 (80 hours ÷ 12 months), rounded to the nearest full day.

### **Section 8.2 – Vacation Usage**

Only one (1) bargaining unit member at a time may be permitted to be off of work on vacation. Except as provided in Section 8.3, requests to use earned vacation time shall be made at least fourteen (14) calendar days in advance of the requested date. Such requests to use vacation time must be made to the Public Works Director or designee, and the approval of the Director or designee must be obtained prior to the employee using such vacation day. Requests to use vacation time submitted for the same day by two or more bargaining unit members shall be considered based upon a “first requested, first considered basis.” Vacation must be used in one-half shift (4 hours) increments.

### **Section 8.3 – Snow Season Restriction**

Bargaining unit members shall not be permitted to use vacation time or compensatory time between November 1<sup>st</sup> and April 15<sup>th</sup> each year, except that no more than five (5) vacation days may be used by each bargaining unit employee during this “black-out” period, provided that such vacation time is requested and approved no less than one hundred twenty (120) days in advance.

## **Section 8.4 – Availability Status During Vacation Leave**

Employees requesting vacation time must state whether they are available or unavailable for call-in during that time. If an employee states that they are unavailable, the Village will respect their status and not call them in. If an employee states that they are available, the employee may be contacted and shall be expected to report to work in the event that the employee is called in to work.

## **Section 8.5 – Accumulated Vacation at Separation**

Upon separation from employment, an employee shall be paid for all accrued, unused vacation leave at the employee's current rate of pay. In the event of an employee's death, compensation for all accrued, unused vacation leave shall be paid to his/her estate.

## **ARTICLE IX – SICK LEAVE**

Section 5.3.9, Sick Leave, of the Village of Willowbrook Employee Handbook is hereby incorporated into this Agreement.

## **ARTICLE X – HOLIDAYS**

Section 5.3.6, Observed Holidays, of the Village of Willowbrook Employee Handbook is hereby incorporated into this Agreement. Bargaining unit members who work on an observed holiday shall be compensated at an hourly rate double the employee's regular hourly rate of pay.

## **ARTICLE XI – PAID LEAVE FOR ALL WORKERS ACT ("PLAWA")**

The Union hereby acknowledges that the PLAWA does not apply to members of the bargaining unit, based on the construction industry exception provided in Section 15(n) of PLAWA (820 ILCS 192/15(n)). The Union also acknowledges that pursuant to the Village's home rule authority and Section 15(p) of the Paid Leave for All Workers Act (820 ILCS 192/15(p)), the provisions of the Paid Leave for All Workers Act do not apply to members of the bargaining unit.

## **ARTICLE XII – HEALTH INSURANCE**

### **Section 12.1 – Health Insurance**

All full-time bargaining unit members and their eligible dependents shall continue to be eligible for health insurance coverage and benefits on the same basis as other Village employees. The Employer's contribution towards the premium cost for the HMO plan shall be eighty-eight percent (88%) and the employee shall pay twelve percent (12%) of the premium for HMO coverage, regardless of the tier of coverage (single, employee plus spouse, employee plus children, or family). The Employer's contribution towards the premium cost for the PPO plan shall be eighty-five percent (85%) and the employee shall pay fifteen percent (15%) of the premium for PPO coverage, regardless of the tier of coverage (single, employee plus spouse, employee plus children, or family). The Employer reserves the right to modify the premium contribution percentages of



the Employer and the bargaining unit members, not to exceed the percentage of premium paid by non-union Village employees, by providing at least thirty (30) days' advance notice to the Union and to the bargaining unit members.

## **Section 12.2 – Terms of Insurance Policies to Govern**

Any questions or disputes concerning insurance policies, plans, or benefits provided by the Employer shall be resolved in accordance with the terms and conditions set forth in said insurance policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Employer, nor shall such failure be considered a breach by the Employer of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve an insurance carrier(s) or plan administrator(s) from any liability it may have to the Employer, employee or beneficiary of any employee.

## **ARTICLE XIII – FAMILY AND MEDICAL LEAVE**

Employees may be eligible for Family and Medical Leave, pursuant to the terms of the Village's Family and Medical Leave Policy (Section 6.0 of the Village of Willowbrook Employee Handbook).

## **ARTICLE XIV – DRUG AND ALCOHOL FREE WORKPLACE**

Bargaining unit members shall be subject to the Village's Drug Free Workplace Policy, contained in Section 4.5 of the Village of Willowbrook Employee Handbook, and the Controlled Substance and Alcohol Use and Testing Regulations contained in 49 CFR Section 382, *et seq.*

## **ARTICLE XV – BEREAVEMENT LEAVE**

The parties hereto shall comply with the terms and conditions of the Family Bereavement Leave Act (820 ILCS 154/1 *et seq.*).

## **ARTICLE XVI – UNIFORMS**

Bargaining unit members shall be required to wear the uniform items designated by the Employer during all work hours. The Village shall provide each non-probationary bargaining unit member an annual Seven Hundred Fifty Dollars (\$750.00) uniform allowance to purchase designated uniform items from a merchant or merchants designated by the Village. Such annual uniform allowance shall be made available per fiscal year (May 1 – April 30).

## **ARTICLE XVII – DISCIPLINE**

The Employer may discipline a non-probationary employee for just cause. Probationary employees may be disciplined without just cause. The Employer retains the right to impose discipline based upon the nature of the violation. Forms of discipline will include the following:

(a) oral reprimands (reduced to writing and included in an employee's personnel file); (b) written reprimands; (c) suspensions; and (d) discharges. All disciplinary actions shall be summarized in writing. Oral and written reprimands are not subject to review or appeal through the grievance procedures or other formal review process.

## **ARTICLE XVIII – GRIEVANCE PROCEDURE**

### **Section 18.1 – Grievance Defined**

A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee and/or the Union involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement.

### **Section 18.2 – Processing of Grievance**

Grievances may be processed by an employee or the Union on behalf of an employee or on behalf of a group of employees, setting forth the name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

Nothing in this Agreement prevents an employee from presenting a grievance to the Employer, and having the grievance heard and settled without the intervention of the Union, provided that a union representative is afforded the opportunity to be present at any grievance conference and that any such settlement made shall be consistent with the terms of this Agreement. A copy of any settlement shall be provided to the Union. Only the Union may invoke arbitration proceedings.

### **Section 18.3 – Grievance Steps**

#### **STEP ONE: SUPERINTENDENT**

Recognizing that grievances should be raised and settled promptly, a grievance must be filed in writing with the Superintendent by the affected employee and/or the Union within ten (10) calendar days after the occurrence of the event giving rise to the grievance. Any grievance not presented to the Superintendent within said ten (10) calendar days period shall be deemed waived. Such grievance shall be in writing on the approved form and shall specifically state that the matter is a grievance under this Agreement and shall include a complete description of the event giving rise to the grievance, the date of the event giving rise to the grievance, the specific provisions of the Agreement alleged to have been violated and the relief requested. The Superintendent shall answer the grievance within ten (10) calendar days after receiving the written grievance, not including the date of receipt.

#### **STEP TWO: PUBLIC WORKS DIRECTOR OR DESIGNEE**

If the grievance is not resolved at Step One, or if the Superintendent's response is not received within ten (10) calendar days following receipt of the Step One grievance, and the

employee or the Union wish to appeal the grievance to Step Two of the grievance procedure, the grievance shall be delivered to the Public Works Director or designee within seven (7) calendar days after receipt of the Superintendent's written response to the grievance, or within seven (7) calendar days of the day the response was due, if no response was received.

The written appeal shall generally state the basis upon which the employee or the Union believes the grievance was improperly denied at Step One of the grievance procedure. The Public Works Director or designee shall meet to discuss the grievance with the grievant and an authorized representative from the Union upon a mutually agreeable date. If no settlement of the grievance is reached, the Public Works Director or designee shall provide a written response to the grievant within seven (7) calendar days after the meeting, generally stating the basis upon which the Employer is denying the grievance.

#### STEP THREE: VILLAGE ADMINISTRATOR OR DESIGNEE

If the grievance is not resolved at Step Two, or if the Public Works Director's response is not received within seven (7) calendar days following the Step Two grievance meeting, and the employee or the Union wish to appeal the grievance to Step Three of the grievance procedure, the grievance shall be delivered to the Village Administrator or designee within seven (7) calendar days after receipt of the Public Works Director's written response to the grievance, or within seven (7) calendar days of the day the response was due, if no response was received.

The written appeal shall generally state the basis upon which the employee or the Union believes the grievance was improperly denied at Step Two of the grievance procedure. The Village Administrator or designee shall meet to discuss the grievance with the grievant and an authorized representative from the Union upon a mutually agreeable date. If no settlement of the grievance is reached, the Village Administrator or designee shall provide a written response to the grievant within seven (7) calendar days after the meeting, generally stating the basis upon which the Employer is denying the grievance.

#### STEP FOUR: ARBITRATION

If the grievance is not settled in accordance with the foregoing procedure or if a timely answer is not given by the Village Administrator or designee, the Union may refer the grievance to arbitration by giving written notice to the Village Administrator within seven (7) calendar days after receipt of the Village Administrator's or designee's answer in Step Three, or within seven (7) calendar days of the date the Step Three answer was due.

- A. If the parties are unable to agree upon an arbitrator within seven (7) calendar days after the Employer receives the notice of referral, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators and who are residents of Illinois. Upon receipt of the panel, the Union shall strike the first name, with each party alternately striking thereafter until only one arbitrator's name remains, provided that either party, before striking any names, shall have the right



to reject one panel of arbitrators in its entirety and request that a new panel be submitted.

B. The arbitrator shall be notified of his or her selection and shall be asked to set a time and a place for the hearing, subject to the availability of Employer and Union representatives. Upon the request of either party, the arbitrator shall have the power to require the presence of a reasonable number of witnesses or documents.

C. The arbitrator shall have no power, in his or her decision or award, 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 his Agreement. Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute.

D. The arbitrator shall consider and decide only the specific issue submitted as raised and presented in writing at Step One and shall have no authority to make a decision on any issue not so submitted. The decision shall be based solely upon an interpretation of the meaning and application of this Agreement to the facts of the grievance presented. More than one grievance may be submitted to the same arbitrator, if both parties mutually agree in writing. The arbitrator shall submit a written decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, an appropriate remedy shall be included in the award. However, the arbitrator shall have no authority to make any decision or award which is in any way contrary to or inconsistent with the applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Nor shall the arbitrator have any authority to limit or interfere with the powers, duties and responsibilities of the Employer under applicable statutory and case law, except as authorized by this Agreement. Any decision or award of the arbitrator rendered in conflict with the limitations of this Article shall be advisory upon the Union, employees and the Employer. Any decision or award of the arbitrator rendered consistent with this Article shall be final and binding on the parties. No decision or remedy of the Arbitrator shall be retroactive beyond the time period specified in Step One of the grievance procedure, unless the Arbitrator determines that there was a continuous violation of the Agreement.

#### **Section 18.4 – Fees and Expenses of Arbitration**

The fee and expenses of the arbitrator and court reporter, including the cost of any transcript requested by the arbitrator, shall be divided equally between the Employer and Union. Each party shall bear the cost of its own witnesses and attorney fees, and the cost of that party's

written transcript. In the event the grievant's participation in an arbitration hearing extends beyond the normal working hours, the employee shall only be paid for normal working hours.

### **Section 18.5 – Untimely Responses or Appeals**

No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article. If the grievance is not filed within the time limit specified or if any decision is not appealed by the employee or the Union as provided within the time limits specified in each step, the grievance shall be considered settled on the basis of the latest decision of the Employer and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be considered denied and appealable to the next step within the time limits set forth above. The time limits at each step may be extended by mutual written agreement of the Union and the Employer.

## **ARTICLE XIX – COMPENSATION**

### **Section 19.1 – Wages**

The minimum wage for bargaining unit members shall be \$22.00 per hour. Bargaining unit members who are employed upon the execution of this Agreement in 2025 by both parties shall receive a four percent (4.0%) increase to their current wage, effective upon the date of execution of this Agreement by the Union. Non-probationary bargaining unit members shall receive a two percent (2.0%) increase to their wage rate effective May 1, 2026.

### **Section 19.2 – Performance Increases**

Commencing on May 1, 2026, in addition to the automatic wage adjustments described in Section 19.1, non-probationary employees shall be eligible to receive performance increases for the preceding contract year (May 1- April 30) of this Agreement, in accordance with the following schedule:

<u>Category</u>	<u>Percent Increase</u>
Needs Improvement	0.0%
Meets Standards	2.0%
Exceeds Standards	2.5%

## **ARTICLE XX – MISCELLANEOUS**

### **Section 20.1 – Physical/Psychological Examinations**

If, at any time, there is any question concerning an employee's fitness for duty or fitness to return to duty following an absence, the Village may require, at its expense, that the employee have a physical examination and/or psychological examination by a qualified and licensed medical professional selected by the Village.

## **Section 20.2 – Ready to Work**

Employees shall report to work dressed and prepared to start work at the designated starting time (the beginning of the employee's shift).

## **Section 20.3 – Subcontracting**

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. The Village may continue to contract and/or subcontract work that it is currently or has historically contracted out or subcontracted. However, the Village reserves the right to contract and/or subcontract out any work it deems necessary that does not result in the lay-off of any bargaining unit member.

## **ARTICLE XXI – SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

## **ARTICLE XXII – 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 within the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject matter not specifically referred or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE XXIII – TERM OF AGREEMENT**

This Agreement shall become effective upon execution of this Agreement, as set forth below, and shall remain in effect until April 30, 2027. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notice referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, to the Village Administrator in the case of the Employer and to the Executive Director in the case of the Union, in which case the date of notice shall be the written date of receipt. In the event of written notice, said notice shall be at the following addresses:

Employer: Village Administrator  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois 60527

Union: Teamsters Local 700  
1910 South Highland Avenue, Suite 200  
Lombard, Illinois 60148

VILLAGE OF WILLOWBROOK

By: Frank A. Trilla  
Mayor Frank A. Trilla

Attest: Gretchen S. Boerwinkle  
Gretchen S. Boerwinkle, Village Clerk

TEAMSTERS LOCAL 700

By: Ramon D. Williams  
President, Ramon D. Williams

Attest: Robert V. Sanatana Jr.  
Secretary Treasurer, Robert V. Sanatana

