

# *Village of Carol Stream*

## **BOARD MEETING**

### **AGENDA**

**JANUARY 7, 2019**

**7:30 P.M.**

*All matters on the Agenda may be discussed, amended and acted upon*

#### **A. ROLL CALL AND PLEDGE OF ALLEGIANCE:**

#### **B. MINUTES:**

1. Approval of Minutes of the December 17, 2018 Village Board Meeting.
2. Approval but not release of Executive Session Minutes of the December 17, 2018 Village Board Meeting.

#### **C. LISTENING POST:**

1. Holiday House Decorating Contest Winners:



***Big Snowball - 833 Burning Trail***



***Frosty Favorite - 502 Heather Lane***



***Judges Favorite - 1090 Woodlake Drive***

2. Resolution No. 3062 Honoring Margaret "Sue" Sullivan upon her Retirement from the Village of Carol Stream Finance Department.
3. Resolution No. 3063 Honoring Brian Cooper upon his 20<sup>th</sup> Anniversary of Employment with the Village of Carol Stream Police Department.
4. Introduction of New Police Officers: William McIntyre, Jakub Kusiak, Glen Nielsen and Jovina Joy.
5. Addresses from Audience (3 Minutes).

#### **D. PUBLIC HEARINGS:**

#### **E. SELECTION OF CONSENT AGENDA:**

***If you are here for an item, which is added to the consent agenda and approved, the Village Board has acted favorably on your request.***

#### **F. BOARD AND COMMISSION REPORTS:**

#### **G. OLD BUSINESS:**

# *Village of Carol Stream*

## **BOARD MEETING**

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#### **H. STAFF REPORTS AND RECOMMENDATIONS:**

1. Proposed 2019 Summer Concert Series Lineup. *Staff is proposing the 2019 Summer Concert Series Lineup totaling \$23,150 for bands and sound which will be underwritten through sponsorships.*
2. FOP Contract Ratification. *This 3 year labor contract between the Village and FOP representing the Village's Police Patrol Officers provides terms and conditions for wages, hours and working conditions.*
3. Non-Union Merit Component for FY 18-19. *Staff recommends a one-time Merit Incentive Day for non-union staff employed on May 1, 2018 in lieu of funding monetary performance increases.*

#### **I. ORDINANCES:**

#### **J. RESOLUTIONS:**

#### **K. NEW BUSINESS:**

1. Raffle License Application – Glenbard North High School Boy's Swim Team. *The Glenbard North High School Boy's Swim Team is requesting approval of a raffle license and waiver of the fee and manager's fidelity bond for their fundraiser to be held on January 24, 2019.*

#### **L. PAYMENT OF BILLS:**

1. Regular Bills: December 18, 2018 through January 7, 2019.
2. Addendum Warrants: December 18, 2018 through January 7, 2019.

#### **M. REPORT OF OFFICERS:**

1. Mayor:
2. Trustees:
3. Clerk:

*Village of Carol Stream*

**BOARD MEETING**

**AGENDA**

**JANUARY 7, 2019**

**7:30 P.M.**

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**N. EXECUTIVE SESSION:**

**O. ADJOURNMENT:**

<b>LAST ORDINANCE</b>	<b>2018-12-50</b>	<b>LAST RESOLUTION</b>	<b>3061</b>
<b>NEXT ORDINANCE</b>	<b>2019-01-01</b>	<b>NEXT RESOLUTION</b>	<b>3062</b>

**REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES  
Carol Stream Fire Protection District, Station No. 28, 365 Kuhn Road,  
Carol Stream, DuPage County, IL**

**December 17, 2018**

Mayor Saverino called the Regular Meeting of the Board of Trustees to order at 7:30 p.m. and directed Village Clerk Laura Czarnecki to call the roll.

Present: Mayor Frank Saverino, Sr. and Trustees David Hennessey, John LaRocca, Mary Frusolone, Greg Schwarze and Matt McCarthy

Absent: Trustee Rick Gieser

Also Present: Village Manager Bob Mellor, Assistant Village Manager Joe Carey, Village Attorney Jim Rhodes and Assistant Village Attorney Mallory Milluzzi

\*All persons physically present at meeting unless noted otherwise

**MINUTES:**

*Trustee McCarthy moved and Trustee Schwarze made the second to approve the Minutes of the December 3, 2018 Regular Meeting of the Village Board. The results of the roll call vote were as follows:*

*Ayes: 5 Trustees Hennessey, LaRocca, Frusolone, Schwarze and McCarthy*

*Abstain: 0*

*Absent 1 Trustee Gieser*

*The motion passed.*

*Trustee Frusolone moved and Trustee Hennessey made the second to approve, but not release the Minutes of the December 3, 2018 Executive Session meeting of the Village Board. The results of the roll call vote were as follows:*

*Ayes: 5 Trustees Hennessey, LaRocca, Frusolone, Schwarze and McCarthy*

*Abstain: 0*

*Absent: 1 Trustee Gieser*

*The motion passed.*

**LISTENING POST:**

1. Resolution No. 3060 Honoring John Zalak upon his Retirement from the Village of Carol Stream Police Department.

*Trustee McCarthy moved and Trustee Frusolone made the second to approve Resolution No. 3060 Honoring John Zalak upon his Retirement from the Village of Carol Stream Police Department.*

*Ayes: 5 Trustees Hennessey, LaRocca, Frusolone, Schwarze and McCarthy*

*Nays: 0*

*Absent: 1 Trustee Gieser*

*The motion passed.*

2. Presentation – Certification as a Certified Police Chief for Commander Brian Cooper. *Certification was presented to Commander Brian Cooper by Steve Stelter, Westchester Police Chief.*
3. Introduction of New Employee: Joseph Carey, Assistant Village Manager. *Village Manager Robert Mellor introduced new Assistant Village Manager, Joseph Carey.*
4. Ross Bushman, Database Developer and John Firek, Information Technology Technician. *Information Technology Director Marc Talavera introduced Ross Bushman and John Firek to the Village Board.*
5. Resolution No. 3061 Thanking the Carol Stream Fire Protection District.

*Trustee McCarthy moved and Trustee Frusolone made the second to approve Resolution No. 3061 Thanking the Carol Stream Fire Protection District.*

*Ayes: 5 Trustees Hennessey, LaRocca, Frusolone, Schwarze and McCarthy*

*Nays: 0*

*Absent: 1 Trustee Gieser*

*The motion passed.*

- 6. Resolution No. 3062 Thanking the Village of Glendale Heights and its Police Department. *Removed from Agenda and to be acted upon at a later date.*
- 7. Addresses from Audience (3 Minutes). *None.*

**PUBLIC HEARINGS:**

**CONSENT AGENDA:**

*Trustee Schwarze moved and Trustee Frusolone made the second to establish a Consent Agenda for this meeting. The results of the roll call vote were as follows:*

- Ayes: 5 Trustees Hennessey, LaRocca, Frusolone, Schwarze and McCarthy*
- Nays: 0*
- Absent: 1 Trustee Gieser*

*The motion passed.*

*Trustee LaRocca moved and Trustee McCarthy made the second to place the following items on the Consent Agenda established for this meeting. The results of the roll call vote were as follows:*

- Ayes: 5 Trustees Hennessey, LaRocca, Frusolone, Schwarze and McCarthy*
- Nays: 0*
- Absent: 1 Trustee Gieser*

*The motion passed.*

- 1. Recommendation to Approve a Contract Extension for Mowing of Rights-of-Way and Village Properties.
- 2. 2018 Flexible Pavement Project – Final Payment, Balancing Change Order and Acceptance.
- 3. Redflex Traffic Systems – Renewal Agreement.
- 4. Ordinance No. 2018-12-50 Amending Chapter 8, Article 2, Section 6 of the Village Code (Traffic Code).
- 5. Raffle License Application – American Legion Post 76.
- 6. Employee Pay Plan for the Village of Carol Stream.

7. Payment of Regular and Addendum Warrant of Bills from December 4, 2018 through December 17, 2018.
8. Treasurer's Report for Revenue/Expenditure Statements and Balance Sheet for the Month ended November 30, 2018.

*Trustee Frusolone moved and Trustee LaRocca made the second to approve the Consent Agenda for this meeting by Omnibus Vote. The results of the roll call vote were as follows:*

*Ayes: 5 Trustees Hennessey, LaRocca, Frusolone, Schwarze and McCarthy*

*Nays: 0*

*Absent: 1 Trustee Gieser*

*The motion passed.*

*The following are brief descriptions of those items approved on the Consent Agenda for this meeting.*

**Recommendation to Approve a Contract Extension for Mowing of Rights-of-Way and Village Properties:**

*The Village Board approved an extension of the contract with Beary Landscape Management for Mowing of Rights-of-Way and Village Properties in the amount of \$74,373.30 for the period of May 1, 2019 through April 30, 2020 pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(N) of the Village Code of Ordinances.*

**2018 Flexible Pavement Project – Final Payment, Balancing Change Order and Acceptance:**

*The Village Board approved the balancing change order, final payment in the amount of \$94,533.72 to Schroeder Asphalt Services, Inc. and acceptance of the public improvements for the 2018 Flexible Pavement Project.*

**Redflex Traffic Systems – Renewal Agreement:**

*The Village Board approved a renewal agreement with Redflex Traffic Systems for the continuation of red light photo enforcement.*

**Ordinance No. 2018-12-50 Amending Chapter 8, Article 2, Section 6 of the Village Code. (Traffic Code):**

*The Village Board approved revisions to Section 8-2-6 of the Traffic Code regarding Permits for Overweight and/or Overdimension Vehicles.*

**Raffle License Application – American Legion Post 76:**

*The Village Board approved an annual 2019 raffle license for American Legion Post 76 for their weekly raffles to be held at 570 S. Gary Avenue.*

**Regular Bills and Addendum Warrant of Bills:**

*The Village Board approved payment of the Regular Bills dated December 17, 2018 in the amount of \$1,893,565.41. The Village Board approved the payment of Addendum Warrant of Bills from December 4, 2018 thru December 17, 2018 in the amount of \$687,945.14.*

**Treasurer's Report:**

*The Village Board received the Revenue/Expenditure Statements and Balance Sheet for the Month ended November 30, 2018.*

**Report of Officers:**

*Trustee LaRocca expressed his condolences to Commander Zochert on the loss of his mother. He congratulated John Zalak on his retirement after 25 years and Commander Cooper on his certificate as a Police Chief candidate. Trustee LaRocca thanked the Fire District and Glendale Heights Police Department for helping us out during the Municipal Center renovation. Merry Christmas and Happy New Year.*

*Trustee Schwarze congratulated John Zalak on his retirement and Commander Cooper on his certificate as a Police Chief candidate. Trustee Schwarze welcomed Joe Carey as the new Assistant Village Manager and highlighted to please shop Carol Stream.*

*Trustee Hennessey gave a shout out to the Glenbard North High School students in the audience and thanked Kathleen McNamara for her help coordinating volunteer services for the Glenbard North High School students at the Christmas Sharing event.*

*Trustee Frusolone congratulated John Zalak on his retirement and Commander Cooper on his certificate as a Police Chief candidate. Trustee Frusolone recognized Carol Stream's volunteer services and encouraged the youth to get involved. She welcomed Joe Carey. Merry Christmas to everyone.*

*Trustee McCarthy congratulated Social Services for Christmas Sharing. He congratulated John Zalak on his retirement. Trustee McCarthy welcomed Joe Carey. The 4<sup>th</sup> annual Chrissy's – Flood Brothers Bags Tournament for Relay for Life is being planned.*

*Village Clerk Czarnecki congratulated John Zalak on his retirement and Commander Cooper on his certificate as a Police Chief candidate. Village Clerk Czarnecki welcomed Joe Carey and stated to please keep our military families in mind. Merry Christmas and Happy New Year.*

*Village Attorney Jim Rhodes congratulated John Zalak on his retirement and Commander Cooper on his certificate as a Police Chief candidate. He welcomed*



Joe Carey and wished the Village of Carol Stream a Merry Christmas and Happy New Year.

Village Manager Mellor congratulated Officer John Zalak on his retirement after serving the Village 25 years and Commander Cooper on achieving qualifications as Certified Police Chief candidate. He welcomed Joe Carey and thanked all the volunteers and the Social Services Unit who helped with the Village's Christmas Sharing event. The deadline for submitting nominations for the holiday decorating contest was today. Judging will take place tomorrow and the winners will be announced at an upcoming Board meeting. Village Manager Mellor reminded residents that sump-pump discharge hoses should not create ice hazards on public sidewalks or roadways. The Village (non police side) will be closed December 24, 25 and January 1, 2019 for the holidays. Police Department will continue normal operations.

Mayor Saverino thanked John Zalak for his 25 years of service and stated he was proud of Commander Brian Cooper for his certificate as a Certified Police Chief. He welcomed Joe Carey as the new Assistant Village Manager. Mayor Saverino thanked the Fire Protection District for their hospitality during Christmas Sharing and all the volunteers. Joe Cotton Ford donated trucks for Christmas Sharing.

At 8:19 p.m., Trustee McCarthy moved and Trustee LaRocca made the second to adjourn the meeting to Executive Session pursuant to Sections 5/ILCS 120/2(c)(2) Collective Negotiating Matters and 5/ILCS 120/2(c)(1) Compensation of one or more employees. There will be no Village Board action following Executive Session and the meeting will adjourn thereafter. The results of the roll call vote were as follows:

Ayes: 5 Trustees Hennessey, LaRocca, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 1 Trustee Gieser

The motion passed.

FOR THE BOARD OF TRUSTEES

\_\_\_\_\_  
Mayor Frank Saverino, Sr.

ATTEST:

\_\_\_\_\_  
Laura Czarnecki, Village Clerk

**A RESOLUTION HONORING MARGARET "SUE" SULLIVAN  
UPON HER RETIREMENT FROM THE  
VILLAGE OF CAROL STREAM FINANCE DEPARTMENT**

**WHEREAS**, Margaret "Sue" Sullivan joined the Village of Carol Stream Finance Department in the position of Accounts Clerk on January 17, 1994; and

**WHEREAS**, during her tenure, Sue has been known to be a "wearer of many hats", having demonstrated excellence in numerous operational areas within the Finance Department including among others, vehicle registration, business registration, real estate transfer taxes, cashiering, utility customer service and reception; and

**WHEREAS**, since September of 1998, Sue has overseen the processing of the Village's accounts payable where she has overseen the disbursement of tens of thousands of individual vendor payments totaling hundreds of millions of dollars, including the preparation of more than 480 warrant and addendum registers for Village Board approval; and

**WHEREAS**, as a result of her continued dedication to her position and her commitment to excellence in customer service, Sue was the recipient of an Employee Recognition Award in July of 2009; and

**WHEREAS**, Sue Sullivan, after 25 years of dedicated service to the residents of Carol Stream, has decided to retire from public service on January 18, 2019 with the Carol Stream Finance Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM**, on behalf of all the former and present elected and appointed officials and residents of Carol Stream, that:

SECTION 1: Sue Sullivan's service and dedication to the Village of Carol Stream in the field of municipal finance are hereby recognized and commended.

SECTION 2: Sue Sullivan is wished the very best of happiness and health in her retirement.

This Resolution shall be in full force and effect from and after its passage and as approved by law.

PASSED AND APPROVED ON THIS 7<sup>th</sup> DAY OF JANURY 2019.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Matthew McCarthy, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Laura Czarnecki, Village Clerk

RESOLUTION NO. 3063

**A RESOLUTION HONORING BRIAN COOPER  
UPON HIS 20<sup>th</sup> ANNIVERSARY OF EMPLOYMENT WITH THE  
VILLAGE OF CAROL STREAM POLICE DEPARTMENT**

**WHEREAS**, Brian Cooper joined the Carol Stream Police Department as a Police Officer on January 4, 1999; and

**WHEREAS**, Brian Cooper has been honored with several commendations during his career; and

**WHEREAS**, Brian Cooper was assigned many specialties throughout his career including Evidence Technician, DuPage County Arson Task Force, DuPage County Accident Reconstruction Team, Field Training Officer, Standardized Field Sobriety Test Instructor, Juvenile Officer, Traffic Officer, Child Passenger Safety Technician, Corporal, and

**WHEREAS**, Brian Cooper was promoted to Sergeant on December 21, 2009; and

**WHEREAS**, Brian Cooper was assigned as the Traffic Unit Sergeant where he was recognized by state and local officials as a leader in Child Passenger Safety, DUI prevention, education and traffic safety, and

**WHEREAS**, under his leadership the department earned several state and national awards for our traffic safety program, and

**WHEREAS**, Brian Cooper was promoted to the rank of Commander on December 19, 2016; and

**WHEREAS**, Brian Cooper became a Certified Eligible Chief of Police through the Illinois Association Chief's of Police; and

**WHEREAS**, Brian Cooper has been employed as a public servant for twenty years as a Law Enforcement Professional with the Village of Carol Stream Police Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM**, on behalf of all the former and present elected and appointed officials and residents of Carol Stream, that:

SECTION 1: Commander Brian Cooper's services and dedication to the Village of Carol Stream and accomplishments in the field of law enforcement are hereby recognized and commended.

SECTION 2: Brian Cooper is wished the very best of happiness and health in his continued employment with the Village of Carol Stream.

This Resolution shall be in full force and in effect from and after its passage and as approved by law.

PASSED AND APPROVED ON THIS 7<sup>th</sup> DAY OF JANUARY, 2019.

AYES:

NAYS:

ABSENT:

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Matthew McCarthy, Mayor Pro Tem

ATTEST:

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Laura Czarnecki, Village Clerk

*Village of Carol Stream*  
**Interdepartmental Memo**

**TO:** Mayor and Trustees  
**FROM:** Tia Messino, Assistant to the Village Manager  
**DATE:** January 2, 2019  
**RE:** Proposed 2019 Summer Concert Series Lineup

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The proposed line up for the summer concert series at Town Center follows for your review and feedback:

<b>June 6</b> Boy Band Tonight	<a href="https://bass-schuler.com/boy-band-night/">https://bass-schuler.com/boy-band-night/</a>
<b>June 13</b> Catfight	<a href="https://bass-schuler.com/catfight/">https://bass-schuler.com/catfight/</a>
<b>June 20</b> Rico	<a href="https://bass-schuler.com/rico/">https://bass-schuler.com/rico/</a>
<b>June 27</b> The Neverly Brothers	<a href="http://www.theneverlybrothers.com/videos.html">http://www.theneverlybrothers.com/videos.html</a>
<b>July 4</b> Strawdawg	<a href="https://strawdawg.net/video-s">https://strawdawg.net/video-s</a>
<b>July 11</b> Johnny Russler Beach Bum	<a href="https://bass-schuler.com/johnny-russler-beach-bum-band/">https://bass-schuler.com/johnny-russler-beach-bum-band/</a>
<b>July 18</b> 7 <sup>th</sup> Heaven	<a href="http://bass-schuler.com/7th-heaven/">http://bass-schuler.com/7th-heaven/</a>
<b>July 25</b> The Millennials	<a href="https://bass-schuler.com/the-millennials/">https://bass-schuler.com/the-millennials/</a>
<b>August 1</b> Dancing Queen	<a href="https://bass-schuler.com/dancing-queen/">https://bass-schuler.com/dancing-queen/</a>
<b>August 8</b> Members Only	<a href="http://paulrepmann.wixsite.com/membersonly/media">http://paulrepmann.wixsite.com/membersonly/media</a>

The proposed lineup will cost \$16,950 and sound is an estimated additional \$6,200. The total cost for bands and sound of \$23,150 compares favorably with the \$25,300 spent in 2018. This will be the sixtieth anniversary of the Village of Carol Stream.

Fundraising for the concert series has begun. The goal is once again to have the concert series fully underwritten through sponsorships. Food vendors, staffing and other details will be attended to in the months ahead.

*Village of Carol Stream*

INTER-DEPARTMENTAL MEMO

**TO:** Mayor & Trustees  
**FROM:** Caryl Rebholz, Human Resources Director *CR*  
**DATE:** December 21, 2018  
**RE:** FOP Contract Ratification

Attached is the collective bargaining agreement between the Village and Fraternal Order of Police Labor Council representing our police patrol officers for the contract that expired on April 30, 2018. The agreement contains terms and conditions tentatively agreed to during the course of negotiations which began on March 23, 2018. The employees represented by the FOP have voted to ratify the agreement, with key provisions listed below:

1. Term of agreement: 3 years expiring April 30, 2021
2. 2.5% General Wage Adjustment on 5/1/18
3. 3% General Wage Adjustment on 5/1/19
4. 3% General Wage Adjustment on 5/1/20
5. Educational Reimbursement limits reduced beginning 5/1/19

The 5/1/18 general wage adjustment is consistent with wages provided for the Village's non-union employees and public works employees represented by the Service Employees International Union (SEIU).

Discussions with the Union proceeded amicably throughout negotiations and involved cooperative effort between both parties to develop terms and conditions considered acceptable. Discussions between the Village and union reflect a sincere effort by both sides to make compromises when necessary and tentative agreements when appropriate. The 3-year term of this agreement is a testament to good faith efforts by both parties to reach a cooperative, longer-term contract and hopefully is further solidified by your approval of this agreement. Staff recommends approval of the attached successor agreement.

Cc: Robert Mellor, Village Manager  
Joseph Carey, Assistant Village Manager  
Ed Sailer, Police Chief  
Robert Smith, Clark Baird Smith LLP

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF CAROL STREAM

AND

ILLINOIS FOP LABOR COUNCIL

EFFECTIVE MAY 1, 2018 – APRIL 30, 2021

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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 Illinois Fraternal Order of Police Labor Council, Inc. (hereinafter the "Council"). 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, the Council 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 police officers in the Police Department; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Police Department.

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 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. Recognition.** The Village recognizes the Council as the sole and exclusive collective bargaining representative for all full-time non-ranking sworn police officers within the Police Department of Carol Stream. It is understood employees in the rank of Sergeant and above are not covered by the terms of this Agreement nor in the bargaining unit covered thereby.

**Section B. 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 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 Council shall unlawfully discriminate against any employee covered by the terms of this Agreement because of race, sex, age, religion, creed, color, national origin, marital status, political status, disability, sexual orientation, or membership or non-membership in the Council. Any alleged violations of this Section, other than alleged

discrimination on the basis of Council membership, shall be processed through the appropriate federal or state agency or court, and shall not be subject to the grievance procedure contained herein.

### ARTICLE III MANAGEMENT RIGHTS

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

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 police patrol officers of the Village;
3. To determine the places, methods, means, number of personnel needed to carry out the department 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 department or other police related functions;
8. To promote, suspend, discipline or discharge for just cause;
9. To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
10. To make, publish and enforce rules and regulations;
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;
14. To take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in situations of civil emergency as may be declared by the President of the Board of Trustees, the Village Manager, the Acting Village Manager, Police Chief, or Acting Police Chief. It is the sole discretion of the President 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.

**Section B. Village Board Authority.** The President 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 thereof. This provision shall not affect the obligation to pay full time police officers as are employed from time to time during the term of the Agreement.

#### **ARTICLE IV 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 work period in effect at the time of execution of this Agreement. Effective January 7, 2002, the parties have agreed that the Department shall institute a 12-hour shift schedule, as more fully described in Section O below, and Appendix C attached hereto. Nothing contained herein shall be construed as preventing the Village from restructuring the normal work day or work period for the purpose of promoting the efficiency of municipal government; from establishing the work schedules of employees; and establishing part-time positions.

**Section B. Posting of Schedules.** Work schedules showing the shifts, work days, and hours to which police officers are assigned shall be posted via email a minimum of twenty-eight (28) days before going into effect. Shift assignments will be made in accordance with Appendix "B" attached to this Agreement.

#### **Section C. Work Day Defined.**

1. **Re: 8-Hour Shift.** The police officers' current work day consists of eight (8) consecutive hours of work within a twenty-four (24) hour period beginning midnight of the day the shift begins, which eight (8) hour period is interrupted by and includes a thirty (30) minute meal period (fifteen [15] minutes of which is unpaid), provided an emergency situation does not exist which automatically precludes it, and which is preceded by a mandatory fifteen (15) minute paid briefing period. Situations, which preclude the police officer's meal period, shall not result in additional compensation.

2. **Re: 10-Hour Shift.** Due to special Departmental needs, some police officers may be assigned to work days consisting of ten (10) consecutive hours of work within a twenty-four (24) hour period beginning midnight of the day the shift begins, which ten (10) hour period is interrupted by and includes a forty (40) minute meal period (fifteen [15] minutes of which is unpaid), provided an emergency situation doesn't exist which automatically precludes it, and which is preceded by a mandatory fifteen (15) minute paid briefing period. Situations, which preclude the police officer's meal period, shall not result in additional compensation.

3. **Calendar Adjustments.** Police officers whose normal workday 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 workday.

**Section D. Work Period Defined.** A work schedule or shift shall consist of a twenty-eight (28) day cycle. For the term of this Agreement, the work period shall consist of fourteen (14) consecutive workdays. Within a twenty-eight (28) day work schedule, there are two (2) work periods consisting of fourteen (14) workdays, the first two (2) weeks and the last two (2) weeks of the schedule.

1. **Re: 8-Hour Shift.** Each police officer on eight-hour shifts shall be scheduled for four (4) regular days off during each fourteen (14) day work period. Police officers on eight-hour shifts shall not be scheduled to work more than eight (8) consecutive days in a row within a work period, nor more than ten (10) days in a row between two work periods that adjoin each other.

Officers will be scheduled twice during a work period for two (2) consecutive days off with a minimum of two (2) workdays between these day-off periods. Single scheduled days off on the last day of one work schedule or the first day of the next work schedule does not violate the "two consecutive day off" rule. When this occurs, the one remaining day off in the first work period of a schedule shall be scheduled consecutively with his/her regular day off when possible.

Any deviation in the hours or days of work can be mutually agreed upon between the officer involved and a supervisor of the rank of sergeant or above.

2. **Re: 10-Hour Shift.** Each police officer on ten-hour shifts shall be scheduled for six (6) regular days off during a work period when working the ten-hour day. Police officers on ten-hour days shall not be scheduled to work more than six (6) days in a row without having a minimum of two (2) days off scheduled, nor have fewer than two (2) work days in a row between scheduled days off unless the officer and a supervisor of the rank of sergeant or above mutually agree to the deviation.

On weeks prior to a scheduled vacation, scheduled days off will change to meet vacation contract language identified in Article. VIII, Section A.

For weeks during a work period where the officer works five 8-hour days (i.e. training), there will be two (2) regular days off scheduled. If the work period includes an 8-hour, 5-day scheduled week and a 10-hour, 4-day week, the officer will be scheduled for five (5) regular days off during the work period.

**Section E. Overtime Defined.** All work in excess of eighty (80) hours in a 14-day work period shall be considered overtime except time, not contiguous to scheduled work hours, at court or grand jury or at an inquest hearing as stated in Section F. The 80-hour work period may include approved 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 or Chief of Police in order to continue operations. Such overtime must be approved by the Chief of Police in writing prior to being worked. All normal overtime will be scheduled in one-half (1/2) hour increments.

2. **Emergency Overtime.** Emergency overtime arises due to the immediate necessity of the task being performed, such as an incident, which requires a police officer 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 and the Chief of Police, 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. Work time compensated shall begin at the time the employee reaches the place of employment, except for detectives and special operations officers, it shall commence when they receive the call and begin work, and shall terminate when the police officer is released from his/her duties. Other emergency overtime compensation will be paid in one-half (1/2) hour work increments. In order to facilitate notification for emergency over-time call-back duty, each officer shall provide the Village with an email address, text message address or other mutually agreeable electronic means by which the officer can be reached.

**Section F. Court Appearance Pay.** When a police officer is required to report to any hearing as a result of an exercise of his/her duties with the Village of Carol Stream, and such time is not contiguous to scheduled work time and is in excess of the standard work period, the officer shall be paid as follows:

1. Two (2) hours minimum pay for any hearing as a result of an exercise of his/her duties with the Village of Carol Stream, including grand jury, or inquest appearance at one and one half (1 ½ ) times the officer's rate of pay. The two (2) hour minimum court time pay shall not be applicable in situations where the police officer attends court at times which are contiguous to scheduled work hours.

2. Time shall be computed for pay purposes based upon the time actually spent at any hearing, as a result of an exercise of his/her duties with the Village of Carol Stream.

3. On January 1 and July 1 of each contract year, as compensation for officers' time spent on stand-by for court, each employee who is covered by this Agreement and on the payroll shall receive a bi-annual stipend equivalent to hours of pay, depending upon their shift assignment and employment status on the previous shift bid as follows:

Patrol Officers who work on the  
Following shifts: Day Shift (A &B  
Platoons), Day Power Shift, Day  
Traffic Shift, Detectives and SOU  
(which includes School Resource,  
DARE and Crime Prevention,  
except for night tactical) = 10 hours

All other officers assigned to Patrol,  
SOU night tactical and Night Traffic Shift = 20 hours

Officers who have met the above requirements, but who have retired (including disability) or who are promoted prior to January 1st or July 1st, shall receive the stand-by pay in his/her final compensation as members of the bargaining unit.

**Section G. Officer-In-Charge Pay.** When a police officer is assigned as Officer-in-Charge at the start of a shift, the officer shall be required to report for duty twenty (20) minutes prior to the start of the shift. Compensation for Officer-in-Charge duties shall be \$4.60 per hour, but shall not exceed \$36.80/\$46.00/\$55.20 per shift (depending on whether the Officer is assigned to a 8/10/12 hour shift).

**Section H. PTO Pay.** When a police officer is assigned as Police Training Officer, the officer shall be compensated an additional \$4.00 for each hour, so assigned, but shall not exceed \$32.00/\$40.00/\$48.00 per shift (depending on whether the Officer is assigned to a 8/10/12 hour shift).

**Section I. Travel Pay.** When a police officer is required to travel to a training site outside a radius of 20 miles from the intersection of North Avenue and Gary Avenue for departmental training that is either ordered or authorized by the Village, and beyond the length of his/her regular working day, such officer shall be compensated at his/her straight hourly rate for such travel time, provided that, if such distance exceeds 200 miles, the officer shall be compensated for one-half day (4 hours) for travel, each way.

**Section J. Village's Right to Schedule Overtime.** The Village has the right to schedule overtime work as required in a manner most advantageous to the Village and consistent with requirements of municipal employment in the public interest.

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

**Section M. 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 work period.

**Section N. Establishment of 12-Hour Shifts.** The parties have agreed that, effective January 7, 2002, the Department shall adopt a 12-hour shift schedule, in accordance with Appendix C, attached hereto. While the 12-hour schedule is in effect, the Department shall adopt, and affected officers shall be subject to, a 14-day work period pursuant to Section 207(k) of the Fair Labor Standards Act, 29 U.S.C.A. Sec. 207(k), and affected officers shall be compensated at their regular straight time rate for all hours worked up to 84 per pay period. Unless and until the 12-hour schedule is terminated, if any of the above terms of this Agreement and/or Appendix CB conflict with the provisions of Appendix C, the applicable provisions of Appendix C shall supersede and said conflicting provisions shall be given no effect. If the 12-hour shift schedule is abolished in accordance with the terms of Appendix C, the original terms



of this Agreement shall be given effect as if the 12-hour shift schedule had not been implemented.

**Section O. Jury Duty.** An officer called to jury duty will be excused, without loss in pay, for that portion of the officer's work day that overlaps with hours spent on jury duty. All other officers will be counted as having worked their shift on the day that he/she actually reports for jury service, i.e., no more than one shift off per day of jury service.

**Section P. Detective-on-Call Pay.** This Section becomes effective upon execution of this Agreement. One bargaining unit employee who is assigned to the position of detective will be eligible to receive Ten Dollars (\$10.00) for each 24 hour period such employee is required to be "on-call." Under no circumstances shall more than one employee be entitled to such compensation for any 24 hour period.

## ARTICLE V LAYOFFS

**Section A. Layoffs.** In cases of layoff, the Village will comply with the provisions of Illinois Compiled Statutes, 65 ILCS 5/10-2.1-18, et. seq., as amended, insofar as required; provided however, the terms of this Article shall not operate to restrict any rights of the Village existing on January 1, 1991.

**Section B. Recall Rights.** 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, provided they are qualified to perform the work in the job classification to which they are recalled without further training.

**Section C. Recall Procedures.** Employees who are eligible for recall shall be given fourteen (14) calendar days' notice to recall and notice of recall shall be sent to the employee by certified or registered mail; provided that the employee must notify the Village of his/her intention to return 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 registered mail, return receipt requested, it being the obligation and responsibility of the employee to provide the Village with his/her last mailing address.

## ARTICLE VI SENIORITY

Seniority in the department shall be governed by the provisions of the Fire and Police Commission Act (Illinois Compiled Statutes, 65 ILCS 5/10-2.1-1 et seq.) and defined as length of service with the Carol Stream Police Department (subject to current Village policy, if any, concerning benefit accrual for length of service with the Village). In the case of ties, seniority shall be determined by placement on the Fire and Police Commission hiring list. The Village shall post annually a seniority list, which shall stand approved as posted unless grieved within the time limits set forth in the grievance procedure.

## ARTICLE VII HOLIDAYS AND PERSONAL LEAVE

**Section A. Designated Holidays.** The legal holidays in the Village of Carol Stream shall be New Year's Day, George Washington's Birthday as observed, Memorial Day,

Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas.

**Section B. Holiday Pay.**

1. In those cases where a police officer is required to work one of these holidays, the police officer will be compensated at one and one-half (1-1/2) times his/her regular pay for hours worked on the holiday.

(a) In addition, the officer may also elect to:

(1) Be compensated eight (8) hours of straight time pay in lieu of accruing the holiday; or

(2) Accrue eight (8) hours of holiday time provided that the officer at the time of the holiday has 56 or less hours of holiday time available for use.

2. If the holiday falls on a regularly scheduled day off, the police officer will:

(a) Be compensated eight (8) hours of straight time pay in lieu of accruing the holiday; or

(b) Accrue eight (8) hours of holiday time, if the officer at the time of the holiday has 56 or less hours of holiday time available for use.

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

4. As used in this section, a holiday shall be measured by the length of the officer's actual scheduled workday under Article IV, Section C, above, whether eight (8) hours, ten (10) hours or twelve (12) hours, as applicable. Officers whose regularly scheduled shift both (i) starts at or after 1400 on December 31, and (ii) ends at or before 1800 hours on January 1, shall be deemed to be working on New Year's Day for purposes of this section.

**Section C. Personal Leave Accrual and Use.** Personal leave is allowed for all police officers of the Village. Personal leave shall be accrued at the rate of twenty-four (24) hours personal leave per calendar year for bargaining unit members. Newly hired officers will receive the personal day benefit on a pro-rated basis based upon the date the officer begins his/her employment.

Personal leave shall be used in increments consistent with the actual length of the officer's scheduled workday.

If the police officer does not use his/her personal day within the calendar year given, the personal leave will be forfeited.

**Section D. Personal Leave Scheduling.** Personal leave may only be taken as approved by the Chief of Police and, where possible, shall be scheduled sufficiently far in advance so that no disruption in Village services takes place.

**Section E. Personal Leave Incentives.** Effective January 1, 2014, as an incentive for employees, encouraging minimal use of sick leave, \$250.00 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.** Vacations with pay shall be granted to all permanent police officers. Officers scheduled to take vacation in 40-hour increments or more shall not be scheduled to work their adjacent regular days off either immediately before or after their scheduled vacation. During the term of this Agreement, vacation shall accrue as follows:

18 months through 4th year	Eighty (80) hours per year (6-2/3 hours per month)
5th year of employment	One Hundred Twenty (120) hours per year (10 hours per month)
13th year of employment	One Hundred Sixty (160) hours per year (13-1/3 hours per month)
20th year of employment	Two Hundred (200) hours per year (16-2/3 hours per month)

**Section B. Vacation Benefits upon Termination of Employment.** When a police officer's service with the Village is terminated, he/she shall give the Village at least ten (10) working days notice or compensation, or unused vacation leave may be denied. Any police officer who leaves the Village before twelve (12) months of continuous service will receive no earned vacation.

**Section C. Allowance for Holidays Falling During Vacation.** Vacation pay as herein provided shall be in addition to any holiday pay to which the police officer may be entitled. Allowances for vacation pay shall be in addition to any recognized holidays, which may fall during the police officer's vacation.

**Section D. Vacation Time Usage and Accumulation.** Vacation leave shall be taken by the eligible police officer upon approval of the Chief of Police at a time that will not interfere unreasonably with the operation of the department.

Earned but unused vacation may be carried over from one year to the next, up to a maximum of 240 hours. Those police officers in excess of the amount allowed will cease to accrue vacation time until such time as the officer has fallen below the maximum allowable amount.

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

**Section F. Emergency Rescheduling.** In case of an emergency, the Village Manager or Police Chief may cancel and reschedule any or all approved vacation leaves in advance of their being taken and/or may call back a police patrol officer from a vacation in progress.

**Section G. Vacation Scheduling.** Vacation scheduling will be done in accordance with the Police Department Policy No. 359 as amended and in effect on the date of execution of this Agreement, provided that after the initial vacation selection process, if similarly-situated officers request the same time off for vacation, the senior officer's request shall be given priority consideration.

The Police Chief reserves the right to specify two blackout periods per year, during which vacations may not be scheduled.

## ARTICLE IX SICK LEAVE

**Section A. Sick Leave Accrual.** Sick leave shall be earned, effective from the first day of employment at the rate of eight (8) hours 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 nine hundred twelve (912) hours. As a retirement bonus, one half of accumulated sick leave over the nine hundred twelve (912) hour limit shall be awarded to the retiring employee in the form of vacation pay. The police officer shall receive said amount in the form of either pay or vacation with pay, whichever the police officer shall elect. The Village shall keep complete records of the total amount of sick leave accrued and used by the police officer.

**Section C. Sick Leave Uses.**

Sick leave may be granted for any of the following reasons:

1. A police officer's illness or injury of an incapacitating nature sufficient to justify absence from work.
2. If approved by the Chief of Police, an officer'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 police officer's family. The family is defined as husband, wife, father, mother, son, daughter (including in-law relationships), stepparent, stepchild, sister, brother, domestic partner, half-brother, half-sister, grandmother, grandfather, grandchildren, nearest blood relative,

or any relative who is a permanent resident of the police officer'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 police officer'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.

**Section D. Sick Leave Procedures.** Notice of absence due to sickness or injury shall be given by the police officer to the on-duty supervisor two (2) hours in advance of the starting time for the scheduled work period. In the event sick leave is taken for more than two (2) consecutive days, or for family members who are not a permanent resident of the police officer's household, the police officer may be required to furnish, at the supervisor's request, written confirmation of illness or injury signed by a doctor at the officer's expense. The Village Manager's Office shall provide to the doctor a detailed list of the daily activities of the police officer to assist in the determination of the police officer's work capabilities. Said doctor's certificate shall be required for all absences for more than five (5) consecutive days, and in all cases shall include a statement by the doctor as to the police officer's physical or mental ability to return to normal duties at the police officer'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.

**Section E. 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, as amended, and the applicable rules and regulations issued thereunder.

## ARTICLE X BEREAVEMENT LEAVE

The Chief of Police may authorize a police officer to be absent with compensation for a period of up to forty (40) work hours due to the death of a member of the police officer'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, as measured by the officer's actual scheduled workday, with pay for death of "other close family members." "Other close family members" shall include the officer's grandparents, grandchildren, uncles, aunts. In the case of grandchildren, up to two (2) additional days may be granted at the discretion of the Police Chief with the approval of the Village Manager. 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.

## ARTICLE XI UNIFORMS

**Section A. Uniforms Required.** The Village provides all police officers with uniform items as set out below. 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.

<i>Quantity</i>	<i>Item</i>
3	Pairs trousers
3	Short-sleeved shirts w/patches both sides
3	Long-sleeved shirts w/patches both sides
3	Mock turtleneck shirts
1	Outer vest carrier
1	Black tie
1	Tie bar w/state seal
1	5 star cap
1	Hat strap
1	Fur cap
1	Black “woolly pulley” sweater w/patches both sides
1	All weather jacket w/patches both sides
1	Lime green raincoat
1	Reversible hat cover black & lime green
1	Pair department authorized shoes
2	Name tags
2	Carol Stream Patrol Officer stars
1	Carol Stream Patrol Officer hat shield
1	Duty holster
1	Under belt
1	Outer duty belt
1	Handcuff case
1	Magazine case
1	Key strap
1	Pair handcuffs w/key
1	Duty pistol w/3 magazines
1	Body armor vest (required to be worn on duty unless Chief approves otherwise)
1	Metal radio holder/strap/portable radio
1	Radio MIC strap
1	Flashlight/flashlight cone
1	Reflective vest
1	O.C. spray w/holder
1	Pair latex gloves w/holder
1	Asp w/holder
1	Set of building keys, swipe card
1	Policy & Procedure manual, Personnel Manual, Rules & Regulations

**Section B. Appearance Standards.** All police officers who are provided with uniforms, as set forth above, 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. Replacement of Village Property.** The Village shall replace all uniform items (except items purchased under Section E below) damaged in the line of duty or rendered unserviceable by normal wear and tear. Body armor will be reconditioned or replaced on an “as needed” basis in accordance with the manufacturer’s recommendations. Officers shall have the

opportunity and may be required to coordinate inspection activities with the vendor to ensure timely and proper replacement of body armor.

**Section D. Officers' Duty to Maintain Village Property.** All police officers shall be required to maintain in a neat and serviceable condition all uniform items. Police officers may be required to replace any uniform item at the police officer'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. Police officers recognize that special care must be taken to prevent the loss of their Village-issued police badges (stars) and hat shields, and agree to fully reimburse the Village if a badge or hat shield is misplaced, lost or stolen. Police officers replacing any uniform item at their own expense, including badges and hat shields, shall not be subject to discipline provided that no criminal act was involved.

**Section E. Investigators'/SOU Allowance.** Police officers assigned to investigation and/or SOU duties shall be reimbursed annually for approved non-uniform clothing items as follows:

Full- Year Inv./ SOU  
\$650 (effective 5/1/18);

Part- Year Inv./SOU  
pro-rated % of \$650

For newly assigned detectives, an additional \$200 may be used from their quarter-master bank for purchase of approved non-uniform clothing items in their first year serving in the investigations division.

Examples of such non-uniform clothing items are sports coats, dress shirts, blouses, skirts, dresses, slacks, pants, ties and other similar items appropriate for wear in an indoor office environment. Approval of the reimbursement shall be made upon presentation of proper receipts, inspection of clothing items purchased, and approval by the Police Chief and the Village Manager.

**Section F. Return of Village Property at Separation.** All police officers shall be required to return all Village-purchased uniform items at the time of termination of the police officer from employment with the Village. All police officers who have been required to purchase individual uniform items at their own cost shall provide to the Village a comprehensive list of said items within thirty (30) days of enactment of this Agreement which shall be placed in the police officer's personnel file.

## 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 permanent police officer who is scheduled a minimum of thirty (30) hours per week, a paid group term life insurance policy with accidental death and dismemberment coverage, with a benefit amount equal to the officer's salary at the time of death.

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 Council shall themselves be obligated to pay any insurance benefits provided for in this Article directly to police officers 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 police officer.

### **Section B. Health Insurance.**

1. Health Insurance. The Village maintains a group medical, major medical, hospital, and dental insurance program for all full-time, non-temporary employees of the Village including police officers who are scheduled for more than thirty (30) hours per week. It is not compulsory for an employee to join the program, however, all eligible employees who wish health insurance coverage shall participate as follows, depending on their dates of hire:

- (a) Employees hired prior to May 1, 1988 - who choose family coverage will pay 20% of the dependent portion of the group major medical and hospital insurance premiums, on or after August 1, 1994. Single coverage payments will be fully paid for by the Village.
- (b) Employees hired from May 1, 1988 to May 1, 1993 - shall pay 20% of the group major medical and hospital insurance premiums and after two years of participation in the health plan will pay 20% of the cost of the dependent coverage. Single coverage payments will be fully paid for by the Village after two years in the plan.
- (c) Employees hired on or after May 1, 1993 – who wish to participate shall contribute 20% of group major medical and hospital insurance premiums. New employees hired on or after 8/1/94 will only be eligible to participate in the Village's Health Maintenance Organization ("HMO") Option.
- (d) It is understood, at the time of this agreement, that the Village will offer an HMO plan on and after May 1, 2014 that is substantially similar to the existing HMO plan currently in effect at the time of ratification except that the following benefit levels may be changed to include: \$25 Physician Co-Pays, \$100 Emergency Room Visit Co-Pays, and RX Co-Pays of \$3/\$20/\$35.



2. Dental Coverage. Employees who wish to participate in the group dental program shall contribute a portion (20%) of the employee's coverage and one hundred percent (100%) of the dependent coverage costs of the program during the first two (2) years of participation in the program. After two (2) years of participation in the plan, the Village shall pay one hundred percent (100%) of the cost of the employee coverage; however, the employee shall continue to pay one hundred percent (100%) of the dependent coverage.

3. Plan Information. 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 Employee Relations Department.

4. Continuation Coverage. Employees who retire from the Village shall be eligible to continue the medical and life insurance benefits to the extent provided by law and provided that the program of the Village so permits. This eligibility will be continued only if the employee assumes the entire cost of the premiums plus a two percent (2%) administration fee. Retirement is defined as formal retirement from the Village's service under provisions of the appropriate Village pension program and eligible for pension benefits thereof.

5. Choice of Providers. 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. Upon renewal of the current insurance plan, police officers and their dependents shall be entitled the same terms and benefits as are provided to all other Village employees. The Village retains the right to adjust benefit levels as long as they remain substantially similar.

6. Coordination of Benefits. 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 whose birthday occurs first in the calendar year will be considered primary, unless otherwise required by law.

7. Coverage Disputes. 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 Council, nor shall such failure be considered a breach by the Village or Council 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, Council, police officer, or

beneficiary or 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.

8. Non-Grievability. A difference between a police officer or his beneficiary and the insurance carriers or the processor of claims shall not be subject to the grievance procedure provided for in the Agreement.

9. Section 125. As soon as is practicable, police officers will be permitted to enroll in the Village's Section 125 benefit plan.

10. Retiree Health Care Benefits. The Council and the Employer agree to participate in a joint study committee for purposes of researching the various methods and means by which the costs of health insurance for retirees and their dependents can be reduced. The committee members shall meet at mutually agreed times at least semi-annually during the term of the Agreement and shall report their progress, findings and recommendations in writing to the parties from time to time. Such findings and recommendations shall be advisory only. If such meetings are scheduled at times officers are scheduled to work, such officers shall be released from duty with pay for purposes of attending the meetings.

Section C. Pension. The Council recognizes the significance of the cost to the Village of the recent pension change.

### **ARTICLE XIII EDUCATIONAL REIMBURSEMENT, SELF-IMPROVEMENT RECOGNITION AND SEIP PROGRAM**

Section A. Educational Plan. Educational assistance is available to all regular full-time employees when funding is available. 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 Police Chief on the Tuition Reimbursement Form. If the Police Chief recommends reimbursement, approval of both coursework and educational institution must also be given by the Employee Relations 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, 2017 – April 30, 2018 an employee may receive up to \$10,000 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.

Beginning May 1, 2018 – April 30, 2019, an employee may receive up to \$8,000 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.

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.

The Chief of Police 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 50% 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.

**Section B. Degree Program.** Employees beginning a directly job-related educational program culminating in a college degree shall submit a written request to the Police Chief at least 45 days in advance of commencement of the program. The written request shall include a description of the degree program and requirements, including course names, credit hours and tuition costs, as well as the length of time expected to complete the program.

Approval will be based on job-relatedness of the degree sought and availability of funds. After initial approval, employees should submit to the Police Chief a listing of all courses, attendance dates and credit hours intended to be taken towards the degree program for the next 12 months.

The amount of reimbursement per course will be determined as described above. Employees who withdraw from or otherwise fail to complete a course, or who fail to submit appropriate documentation of their grades within six months following course completion will forfeit reimbursement.

Employees who do not remain in active service with the Village for at least five (5) years of completion of a degree, or any courses taken toward a degree, shall repay the Village the full amount of tuition reimbursement.

**Section C. Individual Courses.** Full-time employees taking a course or courses directly related to their position, but not necessarily leading to any degree, may be eligible for educational reimbursement for those courses.

Employees shall be limited to one course at a time, however, exceptions to this policy may be considered on an individual basis based upon Village and Departmental needs, employee performance and availability of funds. The amount of reimbursement will be determined as described above. Employees who withdraw from or otherwise fail to complete a course, or who fail to submit appropriate documentation of their grades within six months following course completion, will forfeit reimbursement. If the employee leaves the employment of the Village within five (5) years of completing a course or courses, the employee shall repay the Village the full amount of tuition reimbursement.

Notes:

1. Any employee who completed a degree, or courses towards a degree under Section B, above, prior to May 1, 2009, who does not remain in active service with the Village for at least two (2) years of completion of a degree, or any courses taken toward a degree, shall repay the Village the full amount of tuition reimbursement.
2. Any employee who completed individual courses under Section C, above, prior to May 1, 2009 who leaves the employment of the Village within two (2) years of completing such a course or courses, shall repay the Village the full amount of tuition reimbursement.

#### **ARTICLE XIV TRAINING REIMBURSEMENT**

**Section A. Reimbursement Upon Resignation.** 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 including recruit school training.
2. 2 years, 1 day thru 3 years = one hundred percent (100%) for all voluntary training including recruit school 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 eighteen (18) 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 XV WAGE SCHEDULE AND PAY-FOR-PERFORMANCE**

**Section A. Wages.** Effective May 1, 2015, officers shall be paid according to the following schedule, based on their years of completed service, subject to the requirements of Section C. below. Advancement through the schedule shall be effective upon the officer's completed years of service, based on his/her anniversary date of hire.

- a. Effective May 1, 2018, 2.5% across the board increase.
- b. Effective May 1, 2019, 3.0% across the board increase.
- c. Effective May 1, 20120, 3.0% across the board increase.

As a result, the wage schedule will be as follows:

	5/1/2018	5/1/2019	5/1/2020
START	66,932.74	68,940.72	71,008.94
After 1 year	71,867.80	74,023.84	76,244.55
After 2 years	76,802.81	79,106.89	81,480.10
After 3 years	81,737.82	84,189.95	86,715.65
After 4 years	86,672.86	89,273.05	91,951.24
After 5 years	91,607.92	94,356.16	97,186.84
After 6 years	96,542.94	99,439.22	102,422.40

All wages shall be retroactive to May 1, 2018 for employees who are employed by the Village (whether or not they are still in a bargaining unit position) and for those employees who have retired from the Village in good standing prior to ratification. Retroactive paychecks shall be issued to officers within twenty-one (21) days of execution of this Agreement.

**Section B. Evaluations.** At least once each anniversary year of employment, the Village shall conduct a written evaluation of the officer's performance during the preceding year.

(1) **Conduct of Evaluations:** Such evaluation shall be performed promptly after the officer's anniversary date of hire. The officer's performance shall be determined through a formal evaluation process established by the Village which considers the employee's abilities, training, and service record compared to the levels and guidelines established for the position.

(2) **Evaluation Form:** The form currently in use in connection with the Village's evaluation process is attached hereto as Appendix D. The Village may adopt such evaluation process as it deems appropriate, provided it gives the officers at least one year written notice of clearly established and uniform standards and goals for the respective position(s) which must be met in order to achieve a rating of satisfactory or standard performance.

(A) The Village shall give the Union not less than sixty (60) days advance written notice of any changes to be made to the evaluation process. If the Village proposes to make substantial changes to the evaluation which will impact the officer's ability to achieve a satisfactory or standard performance evaluation, the

Union shall have a right to serve a demand to bargain on the Village within fourteen (14) calendar days of receipt of notice from the Village.

(B) Any agreements reached as a result of such bargaining shall be reduced to writing and made part of this Agreement. Absent agreement, the parties shall resolve their disputes regarding such proposed changes by means of interest arbitration as set forth in the Illinois Public Labor Relations Act.

**Section C. Advancement Through Schedule.** In order to advance to the next Step in the Wage Schedule on his/her anniversary date, an officer's performance must have been evaluated as satisfactory or standard. If an officer receives an unsatisfactory or below-standard evaluation, the officer shall not advance to the next Step on the Wage Schedule on his/her anniversary date.

**Section D. Unsatisfactory Evaluations.**

(1) **Notice.** When the Village believes an officer is in danger of receiving an unsatisfactory evaluation or below-standard evaluation for an employment anniversary year, such employee will be notified in writing at the end of the officer's anniversary quarter in question of the substandard deficiencies involved and the reasons therefore, and that the officer's failure to cure said deficiencies may result in the employee's annual evaluation being rated sub-standard. Officers whose performance (other than meeting annual performance goals) has deteriorated to substandard levels in the fourth quarter of the evaluation year will receive prompt notice of his performance deficiencies, and may receive an unsatisfactory or substandard evaluation if the deficiencies remain unremedied at the conclusion of the evaluation year.

(2) **Quarterly Evaluations.** Officers who receive an unsatisfactory or substandard evaluation shall be re-evaluated quarterly. Until such time as an officer receives a satisfactory or standard performance evaluation, he/she shall not advance to the next Step in the Wage Schedule. Upon receipt of a satisfactory or standard performance evaluation, advancement shall occur.

**Section E. Disputes.** Disputes regarding an officer's failure to receive a satisfactory or standard performance evaluation and failure to advance within the Wage Schedule shall be subject to the grievance procedure.

**ARTICLE XVI DISCIPLINE:**

**Section A. Disciplinary Suspensions and Discharge.** The Village may suspend or discharge officers for just cause.

**Section B. Chief's Authority.** The Police Chief shall have such disciplinary authority as is inherent in his position, plus the disciplinary authority:

(1) To discharge police officers under his command, or to issue disciplinary suspensions of officers. Such disciplinary action shall be deemed final, subject only to an appeal of the disciplinary action in accordance with the provisions of this Article; and

(2) To suspend an employee with or without pay pending an investigation for such time as is necessary to complete the investigation, provided that no suspension or portion of a suspension that is without pay shall exceed thirty (30) days. Such disciplinary action shall not be deemed final until the investigation to which it relates is completed, at which time the officer shall have the right to file a grievance with respect to resulting or aggregate disciplinary action, including discharge.

**Section C. Probationary Officers.** Probationary officers may be discharged or otherwise disciplined without recourse to the grievance procedure. No grievance or other appeal may be filed or processed under this Agreement or any Village ordinance or procedure with respect to the discipline or discharge of a probationary officer.

**Section D. Disciplinary Grievances.** If a non-probationary officer elects (with the approval of the Union) to file a grievance as to a disciplinary suspension or discharge imposed upon him, the grievance shall be processed in accordance with Article XVIII of the Agreement, except as provided herein. Oral reprimands and written reprimands are not grievable or otherwise appealable. A grievance relating to a discharge or a suspension issued pursuant to Article XVI, Section B (1), shall be filed at Step 4 of the procedure. In the event that a disciplinary grievance so filed is appealed beyond Step 4, the officer shall have the right to make an irrevocable election (with the approval of the Union) to have his grievance heard by an arbitrator pursuant to Article XVIII, Section E of the Agreement or by the Carol Stream Board of Fire and Police Commissioners. If the officer elects to have his grievance heard by the Board of Fire and Police Commissioners, a notice of appeal to the Board of Fire and Police Commissioners must be filed in lieu of the filing of a notice of arbitration within the seven (7) calendar day time period provided by Article XVIII, Section E. Such election of appeal either to arbitration or to the Board of Fire and Police Commissioners, once it is submitted in writing and signed by the officer and the Union, shall be final and may not be changed except to withdraw the grievance.

**Section E. Finality of Decision and Judicial Review.** An arbitrator's decision with respect to a disciplinary suspension or discharge, if rendered in accordance with the terms of this Agreement, shall be final and binding on the officer, the Union, and the Village, subject only to an appeal in accordance with the provisions of the Uniform Arbitration Act, as provided by Section 8 of the IPLRA, 5 ILCS 315/8. A decision by the Board of Fire and Police Commissioners with respect to a disciplinary suspension or discharge, if rendered in accordance with the terms of this Agreement, shall be final and binding on the officer, the Union, and the Village, subject only to administrative review as provided by the Administrative Review Law, 735 ILCS 5/3-101, et seq.

**Section F. Exclusivity of Disciplinary Procedures.** This Agreement is intended to modify or supersede the hearing rights and procedures afforded to employees as to disciplinary action provided by 65 ILCS 5/10-2.1-17. Pursuant to Section 15 of the IPLRA 5 ILCS 315/15 and the Village of Carol Stream's Home Rule Authority, the provisions of this Article with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly modify, supersede, or preempt, any contrary provision that might otherwise be applicable under 65 ILCS 5/10-2.1-17.

**Section G. Disciplinary Procedure Savings Clause.** Should any provision of this Article XVI be found by a court of law or the Illinois Labor Relations Board to be unlawful, unenforceable, or not in accordance with applicable constitutional provisions, laws, statutes, and/or regulations of the United States of America and/or the State of Illinois, the rights and procedures afforded to employees with respect to disciplinary action shall be those provided by 65 ILCS 5/10-2.1-17 until or unless a different provision is instituted pursuant to good faith negotiations conducted pursuant to Article XXI of this Agreement.

## ARTICLE XVII NO STRIKE

**Section A. No Strike/No Lockout.** During the term of this Agreement, neither the Council 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 Council and its representatives agree to inform its members of their obligations under this Agreement and direct them to return to work. The Village shall not lock out employees in violation of Section 14(m) of the Illinois Public Labor Relations Act, Illinois Compiled Statutes, 5 ILCS 315/14.

**Section B. Union's Duty to Comply.** The Council 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. Discipline of Strikers.** The Village may discharge, discipline and deduct pay or withhold other benefits of any police officer 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 (i.e. Board of Fire and Police Commissioners) 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's Right to Discipline.** The Council 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 police officers participating therein, and/or any, some, or all of the leaders of the Council who so participate, as the Village may choose.

**Section E. Right to Judicial Relief.** 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 GRIEVANCE PROCEDURE

**Section A. Definition and Steps.** A grievance is any dispute or difference of opinion between the Village and the Council 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 and matters, which fall within the jurisdiction of the Fire and Police Commission are not challengeable as a grievance. It is mutually agreed that all grievances shall be processed in accordance with the following steps:

**Step 1.** The grievant shall take up the grievance with his or her immediate supervisor in writing within seven (7) calendar days of the incident giving rise to the grievance. The immediate supervisor shall respond in writing within seven (7) calendar days thereafter.

**Step 2.** If the grievance is not settled in Step 1, the grievant may, within seven (7) calendar days of receipt of the supervisor's response, file a written grievance to the Commander, setting forth the nature of the grievance and the agreement provision involved. The Commander shall respond in writing within seven (7) calendar days of notification.

**Step 3.** If the grievance is not settled in Step 2, the grievant, may within seven (7) calendar days of the Commander's response, appeal to the Police Chief in writing. The Police Chief shall respond in writing within seven (7) calendar days of notification.

**Step 4.** If the grievance is not settled in Step 3, the grievant, may within seven (7) calendar days of the Police Chiefs response, appeal to the Village Manager in writing. The Village Manager, or his designee, shall meet with the grievant within ten (10) calendar days of such appeal, and shall respond in writing within fifteen (15) days thereafter.

The grievant's right to Council representation at the meeting with the Village Manager shall be limited to one Council representative present at such meetings, unless the Village agrees otherwise.

**Section B. Extensions of Time.** Extensions for additional time may be requested by either party throughout the process and shall not be unreasonably withheld.

**Section C. Responsibility for Assigned Tasks.** It is agreed and understood that circumstances which give rise to a grievance shall not exempt an officer from the responsibility of completing an assigned task.

**Section D. Arbitration.** After a grievant has exhausted the steps established above for the settlement of grievances, and the grievance remains unsettled, the Council may pursue arbitration.

**Section E. Arbitration Procedure.** Within seven (7) calendar days of receipt of the Village Manager's decision, the Council 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 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 Council each have the right to reject one (1) panel of five (5) names in its entirety, and

request that a new panel of five names be submitted. Both the Village and the Council 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 Council and Village representatives. The Village shall select the location for the hearing, which shall be within the Village limits. The Village and the Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Council 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 final and binding on all parties, as provided in Article XVI, Section E. The fees and expenses of the arbitrator and the costs of a written transcript, if any, shall be divided equally by the parties; provided that, in the case of a disciplinary grievance taken to arbitration over suspensions of five (5) days or less, the non-prevailing party shall pay the entire cost of the arbitrator's fees and expenses and the cost of the original written transcript, if any.

The term "non-prevailing party" means the Union if the grievance is denied and the Village if the grievance is upheld in its entirety. If the grievance is upheld in part, such as by reduction of the disciplinary penalty, neither party shall be considered to be the non-prevailing party. In all cases, 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 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 Council 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 EMPLOYEE RIGHTS**

**Section A. Personnel Files.** Employees shall have those rights with regard to personnel files set forth in the Administrative Procedures Manual, O.P. 21, "Employee Access to Personnel Records," subject to overriding federal or state law, if any.

**Section B. Bill of Rights.** The Village shall comply with the Peace Officers Disciplinary Act (50 ILCS 725/1 et seq.) and the Public Labor Relations Act (5 ILCS 315/1 et seq.) in the investigation of Officers.

**Section C. Alcohol and Drug Testing.** The Village reserves the right to order random and reasonable suspicion blood and/or alcohol testing. In the event that the Village orders any suspicion less drug and/or alcohol test, the Village shall test all bargaining unit members on each such occurrence. Any drug or alcohol testing of individual Officers shall be based on reasonable suspicion.

Notwithstanding the above, any covered member who discharges their firearm causing injury or death to a person or persons during the performance of their official duties or in the line of duty, must submit to a drug and alcohol testing by the end of the covered member's shift or tour of duty. In conducting the testing authorized by this Labor Agreement, the Employer shall: use only a clinical laboratory or hospital facility that is licensed and is accredited by the Substance Abuse Management Safety & Health Administration (SAMHSA). Ensure that the laboratory or facility selected conforms to all (SAMHSA) standards; establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result and provides a designated Medical Review Officer (MRO) who is certified by the State of Illinois to review drug and/or alcohol testing results. For any confirmed positive result, the clinical laboratory or hospital facility utilized must provide the employee tested with an opportunity to have the split sample tested by a clinical laboratory or hospital facility of the employee's choosing as long as it is accredited by the Substance Abuse Management Safety & Health Administration (SAMHSA) at the employee's own expense, provided the employee notifies the Employer in writing within 30 days of notification by the MRO of the confirmed positive result.

## **ARTICLE XX 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 Village and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and, except as expressly provided elsewhere in this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement; provided that 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. This provision shall not operate to relieve the Village of its obligation to bargain, upon the Union's request, over the effects of the Village's exercises of its management rights as required by law.

## **ARTICLE XXI SAVINGS CLAUSE**

**Section A. Effect of Later Enactments.** 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. Agreement to Supersede.** 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.

## ARTICLE XXII COUNCIL ACTIVITY AND DUES DEDUCTION

**Section A. Union Activity.** The conduct of Council business shall not occur while on duty, involve the use of police facilities or equipment, or disrupt police department function in any way. Exceptions shall only be allowed when the Police Chief approves. However, such approval shall not be arbitrarily or capriciously withheld.

The Village shall provide the Council with a bulletin board in a designated location which is accessible to all bargaining unit members, upon which the Council 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 Council with an explanation.

Any employee chosen to attend conferences, meetings, seminars or conventions of either the Fraternal Order of Police or the Labor Council shall, upon written request submitted to the Police Chief with at least ten (10) calendar days advance notice, be granted the use of his available time off options, or an unpaid leave of absence, to attend such functions subject to the Chiefs discretionary approval. Such time off shall be limited to not more than two (2) employees, and not more than a total of forty (40) hours per year.

The parties agree to try to schedule negotiations meetings during hours when Officers who are members of the Council's bargaining team are not scheduled on duty. In the event that such meetings cannot be so scheduled, and in the event that officers are unable to trade work shifts, one (1) Officer from the Council's bargaining team shall be released from duty with pay for three (3) hours for purposes of negotiating meetings with the Village. One (1) Officer who is a representative of the Council 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 B. Dues Deductions.** The Village agrees to deduct, once each month, dues in the amount certified to be current by the secretary-treasurer of the Council from the pay of those employees who individually request in writing that such deduction be mad pursuant to a lawfully written dues checkoff form This authorization shall remain in effect until terminated in writing by the employee(s) or expiration of this Agreement, whichever occurs first.

**Section C. Union to Indemnify.** The Council 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.

### **ARTICLE XXIII LABOR MANAGEMENT CONFERENCES**

The Council and the Village mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Council representatives and responsible administrative representatives of the Village. 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. Employees on duty may attend such meetings on pay status.

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 XXIV IMPASSE RESOLUTION**

Upon expiration of this Agreement, and an impasse in negotiations for a successor agreement, or as may otherwise be required by the Act, the parties shall resort to statutorily-required impasse procedures pursuant to the Illinois Public Labor Relations Act, 5 ILCS 315/14 as amended.

### **ARTICLE XXV RESIDENCY**

**SECTION A.** Sworn police officers of the Police Department shall possess qualifications as are required by statute and shall, in addition, be citizens of the United States. Sworn police officers shall reside within a 25-mile radius of the intersection of North Avenue and Gary Avenue before the end of their probationary period. The Village Manager, upon recommendation of the Chief of Police, may grant a temporary fixed-term exemption of the residency requirement upon a sworn police officer's petition claiming exigent circumstances preventing residency compliance.

**SECTION B.** Any sworn police officer who, within the time specified above, does not move into the geographical area established as a mandatory residence zone in this section, or who does not serve, except in the case of involuntary discharge instituted by the village, at least one year after the termination of probation as a sworn police officer shall, at the time of termination or within 60 days thereafter, repay to the village actual costs incurred by the village in education, training and providing uniforms for the officer.

**SECTION C.** Provided, however, that in the event that such police officer resigns and the resignation is accepted, and that officer does not begin employment with a governmental Police Department within one year of the termination of employment with the village, such repayment shall not be required from police officers who have been hired by the village prior to January 1, 2000.

**SECTION D.** Any sworn police officer, who without exemption, fails to meet or comply with the residency requirements established in this article shall be subject to discipline, including suspension or discharge.

**ARTICLE XXVI TERM OF AGREEMENT**

Except as specifically provided, this Agreement shall be effective upon execution, and shall remain in full force and effect until the 30th day of April 2021. 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_ day of \_\_\_\_\_, 2018.

**VILLAGE OF CAROL STREAM**

**ILLINOIS FRATERNAL ORDER OF  
POLICE LABOR COUNCIL**

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Steve Cadle , President

\_\_\_\_\_  
Tom Eby, Vice President

\_\_\_\_\_  
Brian Plackett, Secretary

\_\_\_\_\_  
James Busch, Steward

\_\_\_\_\_  
Ron Mozalewski, Steward

**APPENDIX A**

**GRIEVANCE**

(use additional sheets if necessary)

Department: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First M.I.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s) and Section(s) of Contract violated: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_

\_\_\_\_\_

Remedy Sought: \_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Grievant's Signature \_\_\_\_\_ FOP Representative Signature \_\_\_\_\_

LODGE NO.
/
YEAR
/
GRIEVANCE NO.

**EMPLOYER'S STEP ONE RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employer Representative Signature \_\_\_\_\_ Position \_\_\_\_\_

Person To Whom Response Given \_\_\_\_\_ Date \_\_\_\_\_

**STEP TWO**

Reason for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_

Given to: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Grievant's Signature \_\_\_\_\_ FOP Representative Signature \_\_\_\_\_

**EMPLOYER'S STEP TWO RESPONSE**

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Employer Representative Signature \_\_\_\_\_ Position \_\_\_\_\_

Person to Whom Response Given \_\_\_\_\_ Date \_\_\_\_\_

**STEP THREE**

Reason for Advancing Grievance: \_\_\_\_\_

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Given to: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Grievant's Signature \_\_\_\_\_ FOP Representative Signature \_\_\_\_\_

**EMPLOYER'S STEP THREE RESPONSE**

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Employer Representative Signature \_\_\_\_\_ Position \_\_\_\_\_

Person to Whom Response Given \_\_\_\_\_ Date \_\_\_\_\_

**STEP FOUR**

Reason for Advancing Grievance: \_\_\_\_\_

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Given to: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Grievant's Signature \_\_\_\_\_ FOP Representative Signature \_\_\_\_\_



**EMPLOYER'S STEP FOUR RESPONSE**

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Employer Representative Signature \_\_\_\_\_ Position \_\_\_\_\_

Person to Whom Response Given \_\_\_\_\_ Date \_\_\_\_\_

**Section A. REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

Person to Whom Referral Given _____	Date _____

1.

FOP Labor Council Representative _____

## APPENDIX B

Shift assignments shall be made by seniority; however, seniority may not be the only determinant for shift assignment. Specific shift and departmental needs may necessitate assignments on a basis other than seniority. The Deputy Chief of Patrol and the Patrol Commanders shall be responsible for making shift assignments and his decision will be subject to final review by the Chief of Police. If the Deputy Chief of Patrol, Patrol Commanders or the Chief of Police makes shift assignments contrary to the normal seniority shift bid system, it will not be done in an arbitrary or capricious manner. It is recognized by the Village and the Union that the procedure described in this Appendix applies to officers assigned to regular patrol functions and does not apply to officers when they are assigned to the Investigation Unit, Special Operations Unit (SOU), the Traffic Unit, or other specialized unit that both parties may mutually agree to exclude during the duration of this Agreement.

The Deputy Chief of Patrol shall provide a shift bid sheet to each corporal (as defined in Carol Stream Police Department Policy #129) and officer that are assigned to a regular patrol function on October 1<sup>st</sup> (if the first falls on a weekend day, it will be provided on the following Monday). The shift bid sheet shall list the two shift bid periods for the next year. The shift bid sheet will be returned to the Deputy Chief of Patrol on or about October 15<sup>th</sup>.

Officers will bid on a seniority basis for a position on one of the following shift assignments:

### **Day Shift**

Shift hours 0600-1800

1 Corporal (A & B Platoons)

6 Positions (A & B Platoon)

2 Flex Officers (A & B Platoon)

### **Night Shift**

Shift hours 1800-0600

1 Corporal (A & B Platoons)

6 Positions (A & B Platoon)

2 Flex Officers (A & B Platoon)

### **Power Shift**

Shift Hours 1400-0200

2 Positions (A & B Platoon)

### **Flex Officer**

Variable positions

Officers working as Flex Officers during a bid period may be assigned to any shift (including power but excluding traffic) for a minimum of a two-week period.

### **Traffic Officer**

Shift Hours – See each shift

3 positions

Day Traffic: Work Monday, Tuesday, Friday, Saturday (Off Wednesday/Thursday/Sunday)

Shift Hours 0700-1700

Night Traffic #1 Work Saturday – Tuesday (Off  
Wednesday/Thursday/Friday)

Shift Hours 1700 – 0300

Night Traffic #2 Work Tuesday – Friday (Off  
Saturday/Sunday/Monday)

Shift Hours 1800 – 0400

Traffic officers will be determined by management for each bid period and they will bid among themselves for the three traffic positions for each respective bid period.

During the summer months when the School Resource Officers (SRO) are not performing their normal school related duties, duties related to the Special Operations Unit or on vacation, he/she may be assigned to work in the Patrol Division. Any additional personnel added to the authorized sworn strength of the department during the duration of this agreement, will be classified as “floaters”.

Any vacancies occurring within the permanent shift assignments for extended periods of time will be filled by floaters.

In the event that all available floaters are used to fill vacancies to fulfill minimum manpower requirements, officers in the above shift assignments will be transferred to fulfill the necessary vacancies in an inverse seniority order for periods of time of no less than seven (7) days.

In the event it is necessary to transfer officers to fulfill shift specialty requirements, officers will be transferred in inverse seniority order by specialty for periods of time of no less than seven (7) days or more than twenty-eight (28) days.

When officers are transferred to cover permanent shift slots when more than two (2) probationary officers bid the same shift, they will be transferred in inverse seniority order.

Patrol zone assignments will be done in accordance to Carol Stream Police Department Policy #314 (Patrol Assignments).

When changes in assignments are necessary, management will attempt to have them coincide with the beginning of one of the two shift bid periods. (Ex: Assignments to SOU, Investigations, etc)

## APPENDIX C

### (Work Schedules-Platoon Plan)

#### **2 DAY SHIFT AND 2 NIGHT SHIFT PLATOONS (12 HOUR SHIFTS)**

- Each of the day and night platoons will normally consist of 1 sergeant, 1 Corporal, 6 zone officers and available flex officers.

#### **NIGHT POWER PLATOON**

There will be two (2) night power shift officers. One night power shift officer will be assigned to the A platoon. One night power shift officer will be assigned to the B platoon. See Appendix B for the night power shift officer's work hours. The department may add additional officers to the night power shift if an increase in staffing levels would allow for this.

#### **FLEX OFFICERS**

The flex officers will be assigned by placing available officers on one of the five platoons. Each officer will use that assigned platoon as home base for purposes of vacation selection.

Flex officers will be subject to assignment to fill other shifts as needed but must be assigned for a minimum of a two-week period. The flex officer may be assigned to work the twelve, ten or eight hour positions.

#### **TRAFFIC OFFICERS**

Traffic officers will be determined by management for each bid period and they will bid among themselves for the three schedule positions for each respective bid period. The hours for the traffic officer shifts are identified on the schedule matrix

#### **DARE AND SCHOOL RESOURCE OFFICERS**

DARE and school resource officers during the school year, will be selected to work 5 days a week, 8 hours a day. Final scheduling will be determined by the needs of the DARE and school resource programs and the SOU sergeant.

During the summer months when the School Resource Officers (SRO) and DARE officer are not performing their normal duties or on vacation, they will be designated for special assignment in or will work in the Patrol Division. Each officer will select the patrol platoon he wants to work for the summer during the normal shift bid process. Once he selects a shift, the section will not have any bearing on any other officer's permanent shift bid assignment or vacation time already scheduled. Patrol or special assignments will be made in one-week periods or by mutual agreement if for shorter periods of time.

#### **SOU AND INVESTIGATIONS**

Officers working in SOU and Investigations may be permitted to work 10-hour days based on the individual unit's workload and personnel needs. Any deviation from the standard 8-hour day must be indicated on the original posting of that unit's schedule and be approved by the Deputy Chief.

## **SHIFT SELECTION**

The department will post shift bid summaries and vacation selections on October 15<sup>th</sup> or the first Monday after the 15<sup>th</sup>. All personnel assigned to the Patrol Division will sign up for two six-month periods each year based on seniority. Officers will select their shift hours but not their platoon assignment. Management will determine platoon assignment based upon the shift selection.

1. Sergeants will make their shift bids first and within the manner prescribed by management.
2. Corporals will then select their shifts of choice within the day, and night platoons by means of seniority on the department.
3. If a vacancy occurs during the year in a Corporal position, the next OIC on the sergeant's list will fill the vacancy. If there are no eligible candidates on the list, management reserves the right to select a qualified replacement secondary OIC to fill the vacancy. In the event that a secondary OIC is assigned by management, the assignment will be for no longer than a six-month shift period.
4. If supervisory need dictates that a Corporal is assigned as an acting shift commander, staff may assign another Corporal to the shift. Management reserves the right to assign an officer in order to maintain efficient department operations.
5. Normally, transitions/transfers will be scheduled at the normal six-month break of platoon shift assignments. If a compelling need arises requiring a personnel transfer prior to a break, the employee will fill the position vacated by the officer replacing that person. Pre-selected vacation will not be affected even when it results in more than the minimum number of personnel off on vacation.
6. Employees may request to trade their workdays and days off with other personnel. If approved, the employees involved will complete the same full shift increment trade within the same work period. Only officers working the same number of shift hours will be allowed to trade. An officer will not work a "double shift" due to a trade.
7. Additional officers added to the patrol division strength above the levels indicated at the time of this agreement will be classified as "flex officers" and assigned at management's discretion to one of the designated slots.
8. In the event that staffing shortages require the re-assignment of power shift personnel to cover platoon assignments such assignments will be done in inverse seniority. The canine officer will be exempt from this reassignment.

## **ADJUSTING OF POWER SHIFT WORK HOURS**

- When staffing shortages occur, an officer may be called in early for his/her tour of duty. There will be no more than a three-hour change in the officer's starting time and every attempt will be made to relieve the officer after his normal number of shift hours.

## VACATION SELECTION

- All dates are open for vacation selection (except for a maximum of two selected block-out periods determined by the Chief of Police prior to the selection of vacation dates).
  - No more than two (2) non-Corporal patrol officers per platoon or group may be on a vacation day at a time.
  - The sergeant and Corporal in each platoon will bid against each other for vacation days. The sergeant will always have the first selection.
1. The sergeant or Corporal must bid at least two and not more than three blocks of vacation time the first time the selection list comes through. He must bid all the days off between his days off groupings. This could be two or three day blocks of time. A maximum of three blocks in succession will be allowed during the first round of selection. After the vacation list has been through both of them, the list will be returned to the sergeant and secondary selections can be made. Secondary selection must be made in one-block increments. A maximum of two blocks of time may be taken during the second round of selection. Third round selections may be taken in individual days with a 3-day maximum or in a one block increment. Additional selections may be made with the same rule as the third round selections.
  2. Day and night platoon officers must bid at least two and not more than three blocks of vacation time the first time the selection list comes through. An officer must bid all the days off between his days off groupings. This could be two or three day blocks of time. A maximum of three blocks in succession will be allowed during the first round selection. After the vacation list has been through an entire platoon the list will be returned to the beginning and secondary selections can be made. Secondary selections must also be made in one-block increments. A maximum of two blocks of time may be taken during the second round selection process. Third round selection may be taken in individual days with a 3-day maximum at a time, or in a one block increment.. Additional selections may be made with the same rule as the third round selections.
  3. Night Power shift officers must bid at least two and not more than three blocks of vacation time the first time the selection list comes through. An officer must bid all the days off between his days off groupings. This could be two or three day blocks of time. A maximum of three blocks in succession will be allowed during the first round of selection. Once all power shift officers have made their first round selections, the list will be returned to the beginning for second round selections. Secondary selections must also be made in one block increments. A maximum of two blocks of time may be taken during the second round selection period. Third round selection may be taken in individual days with a 3 day maximum or in a one block increment. Additional selections may be made with the same rule as the third round selections.
  4. Traffic officers will bid between themselves for vacation time. Traffic officers may select a maximum of two weeks for their first selection. Once all traffic officers have made their first round selections, the list will be returned to the beginning for second

round selections. A maximum of two weeks may be taken during the second round selection period. Third round selection may be taken in individual days with a 3 day maximum or in a one week period. Additional selections may be made with the same rule as the third round selections.

5. The following groups will select vacations in their respective groups:
  - a) Sergeant and Corporal
  - b) Each of the 4 platoons (includes flex officers)
  - c) Day Power shift officers
  - d) Night Power shift officers
  - e) Traffic Unit
  - f) SOU (includes DARE and SRO officers)
  - g) Investigations

### **ADJUSTING WORK DAYS AND DAYS OFF**

Officer work days and days off may be adjusted for purposes of training subject to the following:

- Training – Training days will be considered as an 8-hour workday. An officer will be required to utilize leave time on the books to complete his normal number of shift hours unless the employee works the additional time by mutual agreement of the officer involved and the department.
- Days off for training may be adjusted as needed by management when the adjustment is scheduled 28 or more days in advance. Absent mutual agreement for those scheduled training incidents that are made with less than 28 days advance scheduling, management will be only allowed two incidents within a year per employee. An incident is considered any number of consecutive training days.
- If an officer has 32 hours or more of accumulated comp time, management can assign that officer working a twelve-hour shift to one 8-hour workday. If the assignment of one 8-hour day is not accomplished by the end of a work period, the employee will accumulate either 4 hours of straight time compensatory time (if not over the 40-hour cap) or straight time overtime at the employee's option.
- At any other time by mutual agreement

### **COMPENSATORY/HOLIDAY TIME**

- An employee must accrue compensatory off (due to working 84 hour work period only) at the applicable straight overtime work rate in lieu of pay until his accrual bank equals 32 hours.
- Once an officer's bank is between 32 hours and 40 hours, he may elect to accrue straight-time compensatory time off or equivalent straight time pay due to working an 84-hour work period.

- The employee's compensatory time bank will not exceed 40 hours and the employee's holiday hour bank shall not exceed 64 hours at any time.
- Compensatory/Holiday time can be requested at any time by an employee. The granting of compensatory/holiday time will be granted at the sole discretion of the shift/watch commander. Officers may request to trade days of work or time off instead as previously outlined.

**DISCIPLINE**

Discipline suspension time will be considered in 8-hour blocks of time. Should an officer receive discipline that results in only partial time off of his/her regularly assigned shift, he will use other accumulated time to make up for an entire shift.

**ROLL CALL/LUNCHES**

12-hour shift	45-minute lunch and two 15-minute breaks
10-hour shift	40-minute lunch and two 10-minute breaks
8-hour shift	30-minute lunch and two 10-minute breaks

Roll call will remain as being considered compensated time with the appropriate lunch break including 15 minutes of uncompensated time. Each patrol employee is expected to arrive and be prepared and present for duty fifteen minutes prior to the start of duty.

**HIREBACK**

- An officer will not be scheduled to work more than 12 hours in a patrol assignment at a time. An officer will not work more than 14 consecutive hours absent extenuating circumstances. In case of extenuating circumstances, an officer may be required to work in excess of 14-hours until relieved or when the emergency is brought under control.
- An officer will be required to work in excess of 12 hours for the purpose of completing a police report and/or arrest report when it involves an incident or situation of a serious nature. The decision under these circumstances will be made by the shift supervisor and will be made on a "case by case" basis in consideration of the seriousness and need for the completion of the report or paperwork and the officer's pending days off.

If an employee regularly assigned to a 10 hour work day is assigned to an 8 hour training day, then such employee will upon prompt request, be permitted to work 2 assigned hours to make up the time, during the same pay period whenever possible.



APPENDIX D

**Village of Carol Stream** (last rev 8/02)  
**PERFORMANCE MANAGEMENT & INCENTIVE SYSTEM**

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Performance Appraisal for:

Performance Period: from        to

Department:        Position:

Supervisor's Name:

**Review Type:** (Choose one)

- Regular
- Probationary
- Other (explain)

**Note appropriate dates that apply to this employee's appraisal:**

Employee submitted documentation to supervisor:

Employee and supervisor(s) initially met to discuss evaluation:

Note any monitoring meetings or other relevant meeting dates:

**GRAND TOTAL:**

## Completing the APPRAISAL FORM

### The EMPLOYEE should:

- ◆ Submit their completed Performance Documentation Worksheet to the evaluator prior to their anniversary (appraisal) date.
- ◆ If requested by the Department, or if the employee so desires, the employee should complete the appraisal form (self review) and submit it to the reviewer prior to the employee's anniversary date or earlier, as specified by the evaluator.
- ◆ Consider possible new goals and provide these suggestions to the evaluator prior to your anniversary date, meeting date or date specified by the evaluator.
- ◆ ASK QUESTIONS of the evaluator to be sure you understand expectations for the coming year.

### The EVALUATOR should:

- ◆ Notify the employee of the date, time & location of the appraisal session (to be held within a maximum of 30 days after the employee's review date). For shift personnel, the meeting should be scheduled within 60 days of the anniversary (appraisal) date. Specify a date for materials to be submitted by the employee as well as what materials are expected.
- ◆ Review the materials submitted by the employee, if no materials are submitted prior to the date specified, make a note of it.
- ◆ Examine the Customer & Service Standards for continued applicability, discuss weights of each section & expectations for the coming performance year during the appraisal meeting.

### The RATING LEVELS are:

- 5 OUTSTANDING:** Difficult to indicate how this task could have been performed better. Proficiency is recognizable to those interacting with the employee. Mastery was demonstrated for the entire performance period.
- 4 VERY GOOD:** Employee clearly exceeds standards. Consistently displays skills, knowledge, and work habits beyond what is required.
- 3 GOOD:** Employee is a good performer. Occasionally, performance is above requirements.
- 1 NEEDS IMPROVEMENT:** Does not consistently meet standards. Performance can improve significantly.

*Employees are reminded that the appraisal process is more beneficial with joint cooperation between you and your evaluator. Keeping records of your own accomplishments throughout the year, self appraisal completion along with submitting suggestions for your own goals to your evaluator are all strongly encouraged for this performance management program to provide the most benefits to you and to the Village of Carol Stream.*

**SECTION 1: PATROL OFFICER**

**CORE VALUES**

**WEIGHT %**  
Between 20% - 60%

**RATINGS: OUTSTANDING=5 VERY GOOD=4 GOOD=3 NEEDS IMPROVEMENT=1**

**RESPONSIBILITY: PRODUCTIVITY**

- 1** Work falls below the set standards for the job. Poor producer who constantly needs supervision & help.
- 3** Works steadily. Produces an acceptable volume of work. Meets a set standard for acceptance.
- 4** Consistently produces a volume of work above the set standards for the position.
- 5** Exceptionally high producer who turns out an unusually high volume of work in relation to set standards.

**RESPONSIBILITY: QUALITY**

- 1** Work requires correction frequently and must be monitored closely. Work falls below set standards.
- 3** Work is accurate and at the accepted level for the position. Makes few mistakes
- 4** Work is consistently correct, accurate, and above expected standards for the position.
- 5** Work is extremely accurate, complete and far exceeds expected standards. Exceptional attention to detail.

**RESPONSIBILITY: CUSTOMER ORIENTATION**

- 1** Occasionally unpleasant with customers. Sometimes must be reminded to show regard for public concern and requests.
- 3** Deals with customers pleasantly and fairly. Typically displays a good attitude.
- 4** Very good with customers. Can be counted on to present the views of the Village in a courteous & pleasant fashion.
- 5** Extremely pleasant with customers. Shows empathy for problems and genuine interest in requests.

**RESPONSIBILITY: TEAMWORK**

- 1** Occasionally curt with others. Not a good team worker.
- 3** Works well with Supervisor, co-workers & others. Retains professional relationships.
- 4** Is considerate & thoughtful in all associations. Helpful and goes beyond job to assist.
- 5** Very good team worker. Interrelates with co-workers extremely well. Always willing to assist.

**RESPONSIBILITY: DEPENDABILITY**

- 1** Avoids responsibility. Frequently slights work. Needs close supervision.
- 3** Is dependable & punctual in work habits. Seldom overlooks anything.
- 4** Is consistently punctual, thorough & can be trusted to complete work in good order.
- 5** Extremely thorough, reliable & dependable in carrying out all assignments.

**RESPONSIBILITY: MOTIVATION**

- 1** A follower. Usually does only what is required. Needs encouragement.
- 3** Able worker, makes some suggestions. Handles work assignments with a normal amount of enthusiasm.
- 4** Progressive worker. Contributes good ideas, recommendations & suggestions. Develops job enthusiastically.
- 5** Self-starter. Consistently seeks additional work. Strives to improve work methods & far exceeds work requirements.

**RESPONSIBILITY: JUDGMENT**

- 1** Judgement & reasoning only fair. Decisions & conclusions sometimes incorrect & based on erroneous facts.
- 3** Able to solve position related problems with minimum help. Uses sound judgement when making decisions.
- 4** Able to grasp & solve situations with no assistance. Decisions are consistently effective & correct.
- 5** Superior ability to reason & reach effective conclusions. Decisions are consistently correct & based on sound thinking.

**RESPONSIBILITY: SAFETY**

- 1** Sometimes forgets or neglects safety needs. Often needs reminders on safety procedures.
- 3** Is concerned with safety. Does not need reminders of safety procedures.
- 4** Thoroughly understands need for safety. Exhibits good safety habits. Occasionally makes safety suggestions.
- 5** Safety is a prime consideration. Safety suggestions are offered. Sets an exceptional example for others to follow.

**COMMENTS:**

Please attach an additional sheet.

**AVG. RATING ON THIS SECTION**

(Round to two decimal places, copy to page 52.)

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**PATROL OFFICER**

**SECTION II. CUSTOMER AND SERVICE STANDARDS**

**WEIGHT            %**

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**RATINGS**    Outstanding = 5            Very Good = 4            Good = 3            Needs Improvement = 1

**RESPONSIBILITY: JOB KNOWLEDGE**

Has a complete knowledge of the Laws, Policies, Procedures, Rules and Regulations and common sense practices that enables the officer to provide excellent service to his/her customers.

**RESPONSIBILITY: FLEXIBILITY AND ACCEPTANCE OF CHANGE**

Employee accepts suggestions by a superior, fellow employee or customer to improve service. Possesses a willingness to carry out suggestions and make own recommendations for improvements.

**RESPONSIBILITY: ATTITUDE AND TEAMWORK**

Shows an interest in the job and is willing to help other employees and co-workers by sharing knowledge and skills. Seeks out additional work when assigned duties are completed. Conveys a positive attitude to all customers.

**RESPONSIBILITY: EFFICIENCY (TIME MANAGEMENT)**

Understands the need to prioritize job tasks to maximize efficiency and effectiveness. Responds in a timely manner to customer requests for service. Completes his/her assigned task in a time that is commensurate with the task.

**RESPONSIBILITY: PROBLEM IDENTIFICATION AND RESOLUTION**

Identifies problems, seeks long-term solutions and follows through with reasonable action in an attempt to resolve all issues. Accepts the responsibility of notifying supervisors of problems in the community and within the department. Makes a concerted effort in solving each problem at his/her level whenever possible. Conducts follow up to verify successful resolution of the problem.

**RESPONSIBILITY: HANDLING CUSTOMER SERVICE REQUESTS**

Understands the need for positive customer contacts. Is able to diffuse customer complaints effectively. Attempts to make daily contact with citizens while on patrol. Promptly responds to citizens requests and takes appropriate action to insure customer satisfaction. Treats citizens as customers and consistently shows patience, tact and diplomacy when providing services.

**RESPONSIBILITY: CARE AND MAINTENANCE OF EQUIPMENT**

Employee maintains equipment and supplies necessary to perform his/her daily responsibilities. Keeps assigned vehicle and work area orderly and clean. Writes up work orders and reports equipment deficiencies when noted. Operates all equipment in a safe manner. Takes appropriate care of all assigned equipment in order to preserve its useful life.

**RESPONSIBILITY: PROFESSIONAL IMAGE**

Employee maintains a professional appearance consistent with the Department's Uniform Policy and Procedure. Uniform is kept clean. Personal appearance and conduct reflects positively on the department. Takes care in maintaining self in good physical condition.

AVG. RATING ON THIS SECTION

(Round to two decimal places, copy to page 52.)

**SECTION III: DEVELOPMENT GOALS**

JOB DEVELOPMENT GOAL (Optional)  
(To develop skills or knowledge for present job)

GOAL #1 Description:

Steps

By When?

Participation by Other?

CAREER OR PERSONAL DEVELOPMENT GOALS (Optional)  
(Long-term career or personal development goals the employee wishes to achieve)

GOAL #1 Description:

Steps

By When?

Participation by Other?

**SECTION IV: ADDITIONAL EVALUATOR COMMENTS**

Additional Explanation (if any) of Responsibility, Goal, Summary Ratings, or other performance related factors. Also describe any innovative contributions made in the last performance period, including suggestions for improved procedures, Village/Department suggestions, creative ways of completing work, etc. Attach additional sheets if needed.

**SECTION V: IMPROVEMENT ACTIVITY**

*(Mandatory if performance has been judged "Needs Improvement" on any of the three sections where average score was below 3 in a section.) Attach sheet to explain.*

**SECTION VI. EMPLOYEE COMMENTS**

Optional: Employee may enter additional comments , including request for additional review and reasons for review. Attach additional sheets as needed.

## SCORING WORKSHEET

A weighted average calculates the correct summary score taking into account varying degrees of importance of responsibilities and goals. To calculate a weighted average:

1. Record the WEIGHTS and AVERAGE RATINGS below from Section I and II. Multiply to calculate WEIGHTED RATING, round to two decimal places.
4. Total the RATING for Sections I, and II to get the GRAND TOTAL, rounding the number to one decimal (e.g. 3.68 = 3.7). This number will range from 0-5.

**I. CORE VALUES:**      Weight            % X Avg. CORE Rating:            = **WEIGHTED RATING**

**II. CUSTOMER & SERVICE STDS.:** Weight            % X Avg. C.S. Rating:            = **WEIGHTED RATING**

**GRAND TOTAL for Sections I and II =**

**Upon finalizing of the appraisal process, please sign indicating this review has been received and discussed.**

Employee's signature & date \_\_\_\_\_

Evaluator's signature & date \_\_\_\_\_

Department Head's signature & date \_\_\_\_\_



*Village of Carol Stream*  
**Interdepartmental Memo**

**DATE:** December 21, 2018  
**TO:** Mayor and Board of Trustees  
**FROM:** Caryl Rebholz, Human Resources Director *CR*  
**RE:** Non-Union Merit Component for FY 18-19

On April 2, 2018, the Village Board approved the employee compensation plan for non-union employees. The plan authorized a 2.5% general wage adjustment on May 1, 2018 and deferred action on any performance based merit adjustments due to uncertainty with the Village's financial condition stemming from the loss of major sales tax payers and continued actions of the State to divert municipal revenues for their use. Our plan was to reassess the economic climate later in the year to determine whether the award of a performance based adjustment would be feasible.

Since that time, we have reviewed seven months of revenue/expenditure data through November 30, 2018 and have also performed a preliminary environmental scan as we begin planning for the FY20 budget. While the General Fund budget is generally on-target thus far in the year, we are observing that growth in sales taxes are not keeping pace with the budget forecast. Considering we are also aware of at least 2 "top 25" sales tax producing businesses that plan to leave Carol Stream in the coming year, the financial outlook into FY20 remains tenuous. As such, we believe the funding of merit increases for this year would not be prudent.

That said, we value all of our employees' efforts and would like to reward the past year's performance of non-union employees in some way. Therefore, it is recommended to authorize a "Merit Incentive Day" for calendar year 2019 only, to any active non-union employee who was employed on May 1, 2018. This would be similar to a compensated Personal Day and would provide an incentive that is not impactful to the budget. This recommendation would be pro-rated for part-time employees, and would also include employees covered by the Service Employees International Union (SEIU) contract as their language is linked to "Village wide performance incentive compensation then in effect for other Village employees".

Village Board authorization is requested at this time. As always, please contact me with any questions.

*Village of Carol Stream*  
**Interdepartmental Memo**

**TO:** Bob Mellor, Village Manager  
**FROM:** Ann Delort - Secretary *AD*  
**DATE:** December 20, 2018  
**RE:** **Raffle License Request-Boy's Swim Team**  
**Glenbard North High School**

The Glenbard North/East Boy's Co-Op Swim Team will be holding a fundraiser to help offset pool rental. The money will go to the School District. They will be selling raffle tickets from January 8, 2019 - January 24, 2019 with the drawing at the Fountain View Recreation Center on January 24, 2019. The cost is \$5.00 per raffle ticket.

They have requested a waiver of both the license fee and manager's fidelity bond as indicated in the attached letter request. The raffle license application and required documentation is on file in the Administration office for your review.

Please place this on the agenda for the January 7, 2019 Board meeting for Board's approval.

Enclosure



# GLENBARD NORTH HIGH SCHOOL

“Home of the Panthers”

Dr. John Mensik, Principal

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990 Kuhn Road, Carol Stream, IL 60188, (630) 653-7000, [www.glenbardnorthhs.org](http://www.glenbardnorthhs.org)

December 19, 2018

Carol Stream Village Hall  
505 E. North Ave.  
Carol Stream, IL 60188

To Whom It May Concern:

I am writing to request a Raffle License for Glenbard North/East Boy's Co-op Swim Team for a fundraiser to be held on January 24, 2019. Please also waive the raffle license fee and Manager's Fidelity Bond because we are a non-profit as a public school sponsored sport.

Sincerely,

Troy Murray  
Head Swim Coach  
Glenbard North/East boys' co-op

**WHERE EXCELLENCE IS TRADITION**

Mr. Eric Johansen, Assistant Principal for Operations • Mr. John Healy, Assistant Principal for Instruction  
Ms. Debra Cartwright, Assistant Principal for Student Services • Mr. Matthew Bowser, Assistant Principal for Athletics

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on January 7, 2019**

**AGENDA ITEM**  
2-1 1/7/19

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>505 E NORTH AVE INC</b>					
WATER USE - OCT 2018	134.07	01680000-53220	WATER	138422	
	<u>134.07</u>				
<b>AJD CONCRETE CONSTRUCTION CORP</b>					
SNOW REMOVAL FEMA LOTS 11/26/18	120.00	01670200-52266	SNOW REMOVAL	2018-339	
	<u>120.00</u>				
<b>AMERICAN FIRST AID</b>					
4 MEDICINE CABINETS-NEW VLG HALL	600.00	01680000-53319	MAINTENANCE SUPPLIES	71272	
	<u>600.00</u>				
<b>AMITA HEALTH MEDICAL GROUP</b>					
ANNUAL FEE/TESTING	200.00	01600000-52225	EMPLOYMENT PHYSICALS	670493	
	<u>200.00</u>				
<b>APPLIED COMMUNICATIONS GROUP (ACG)</b>					
DOOR ACCESS ADJUSTMENT	1,052.63	11740000-55490	VILLAGE HALL RENOVATION	30077	
	<u>1,052.63</u>				
<b>B &amp; F CONSTRUCTION CODE SERVICES, INC</b>					
BLDG REVIEW - 860 ARMY TRAIL	1,369.37	01643700-52253	CONSULTANT	50606	
HOOD PLAN REVIEW-VNA	200.00	01643700-52253	CONSULTANT	50585	
PLUMBING INSPECTION-NOV 2018	1,341.60	01643700-52253	CONSULTANT	10851	
	<u>2,910.97</u>				
<b>BAXTER &amp; WOODMAN INC</b>					
WATER STORAGE TANK DAMAGE	3,794.93	04201600-52253	CONSULTANT	0203360	20190026
	<u>3,794.93</u>				
<b>C S CITIZEN OF THE YEAR</b>					
DINNER FOR YEARLY AWARDS	440.00	01520000-52222	MEETINGS	2019 DINNER	
	<u>440.00</u>				

**Village of Carol Stream  
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<b>CARTEGRAPH</b>					
EXP REIMB G HALVERSON 10/23- 25 2018	271.25	01622200-52255	SOFTWARE MAINTENANCE	SIN005465	
IMPLEMENTATION SRV 12/4/18	425.00	04100100-52255	SOFTWARE MAINTENANCE	SIN005517	
IMPLEMENTATION SRV 12/4/18	425.00	01670100-52255	SOFTWARE MAINTENANCE	SIN005517	
IMPLEMENTATION SRV 12/4/18	425.00	04200100-52255	SOFTWARE MAINTENANCE	SIN005517	
IMPLEMENTATION SRV 12/4/18	1,225.00	01622200-52255	SOFTWARE MAINTENANCE	SIN005517	
	<b>2,771.25</b>				
<b>CHAD PASKEVICZ</b>					
TUITION REIMB FOR CLS FRM 10/22 -12/16 2018	2,080.00	01662700-52223	TRAINING	MSA 500 F INANCIAL	
	<b>2,080.00</b>				
<b>CHICAGO METROPOLITAN AGENCY FOR PLANNING</b>					
FY 2019 LOCAL CONTRIBUTION	1,510.69	01520000-52234	DUES & SUBSCRIPTIONS	FY2019-248	
	<b>1,510.69</b>				
<b>COMED</b>					
1350 TALL OAKS , STATION 11/14-12/17	57.78	04101500-53210	ELECTRICITY	2073133107 12/17/18	
MASTER ACCT -5025 12/14-19TH 2018	534.64	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 12/19/18	
SW-MORTON & LIES 11/26-12-27 2018	191.56	01670300-53213	STREET LIGHT ELECTRICITY	0815164035 12/27/18	
	<b>783.98</b>				

**Village of Carol Stream  
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<b>CONSTELLATION NEW ENERGY</b>					
1 N END THORNHILL 11/13-12/14	120.36	01670300-53213	STREET LIGHT ELECTRICITY	13631842201	
100 DELLA CT	10.65	01670300-53213	STREET LIGHT ELECTRICITY	13572766801	12/10/18
1345 GEORGETOWN CONTROLLER 11/15-12/18	32.48	01670300-53213	STREET LIGHT ELECTRICITY	13652103601	
300 BENNETT DR-LIGHTS	1,964.03	01670300-53213	STREET LIGHT ELECTRICITY	13467066701	12/6/18
301 ANTELOPE	76.69	01670300-53213	STREET LIGHT ELECTRICITY	13641079701	
391 FLINT 11/14- 12/17	63.69	01670300-53213	STREET LIGHT ELECTRICITY	13641126801	
403 SIOUX 11/14-12/17	29.19	01670300-53213	STREET LIGHT ELECTRICITY	13641101101	
451 SILVERLEAF -LIGHTS 11/14-12/17	52.13	01670300-53213	STREET LIGHT ELECTRICITY	13641029101	
491 CHEYENNE 11/14-12/17	28.87	01670300-53213	STREET LIGHT ELECTRICITY	13641174801	
500 N GARY - CONTROLLER 11/14-12/17	95.73	01670300-53213	STREET LIGHT ELECTRICITY	13641175401	
506 CHEROKEE 11/14-12/17	58.53	01670300-53213	STREET LIGHT ELECTRICITY	13641142101	
512 CANYON TRL 11/14-12/17	25.14	01670300-53213	STREET LIGHT ELECTRICITY	13641086501	
594 NEZ PERCE CT 11/14-12/17	25.63	01670300-53213	STREET LIGHT ELECTRICITY	13641084801	
796 PAWNEE 11/14-12/17	71.22	01670300-53213	STREET LIGHT ELECTRICITY	13641132701	
880 PAPOOSE CT 11/14-12/17	135.52	01670300-53213	STREET LIGHT ELECTRICITY	13641080001	
990 DEARBORN 11/14-12/17	72.09	01670300-53213	STREET LIGHT ELECTRICITY	13641146601	
	<b>2,861.95</b>				
<b>CONSULTING AUDIOLOGICAL ASSOCIATES INC</b>					
HEARING TESTING	96.00	01696200-52223	TRAINING	1526	
HEARING TESTING	144.00	04100100-52223	TRAINING	1526	
HEARING TESTING	145.00	04200100-52223	TRAINING	1526	
HEARING TESTING	360.00	01670100-52223	TRAINING	1526	
HEARING TESTING GUETHER	17.00	04200100-52223	TRAINING	1573	
HEARING TESTING GUETHER	18.00	04100100-52223	TRAINING	1573	
	<b>780.00</b>				
<b>COSTCO WHOLESALE</b>					
COFFEE CUPS 12/26	13.99	01660100-53317	OPERATING SUPPLIES	963143	
	<b>13.99</b>				

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<b>COVERALL NORTH AMERICA INC</b>					
JANITORIAL SRV'S-PWKS FACILITY-DEC/18	1,379.00	01670100-52276	JANITORIAL SERVICES	1010629497	20190010
	<b>1,379.00</b>				
<b>CRITICAL REACH</b>					
ANNUAL APBNET RENEWAL	565.00	01662400-52234	DUES & SUBSCRIPTIONS	19-691	
	<b>565.00</b>				
<b>DUPAGE COUNTY</b>					
ENT. SIGN (NORTH AVE & MORTON)	195.31	01670300-53344	STREET SIGNS	4206	
HALL SIGNS	87.14	01670300-53344	STREET SIGNS	4207	
MISC SIGNS	437.35	01670300-53344	STREET SIGNS	4211	
PD PARKING SIGNS	440.50	01670300-53344	STREET SIGNS	4210	
	<b>1,160.30</b>				
<b>DUPAGE COUNTY POLICE CHIEF'S SECR ASSN</b>					
2019 MEMBERSHIP DEGNAN/JUNGERS/SAILER	275.00	01660100-52234	DUES & SUBSCRIPTIONS	2019 MEMBERSHIP DUES	
2019 MEMBERSHIP DEGNAN/JUNGERS/SAILER	275.00	01660100-52234	DUES & SUBSCRIPTIONS	2019 MEMBERSHIP DUES	
2019 MEMBERSHIP DEGNAN/JUNGERS/SAILER	275.00	01660100-52234	DUES & SUBSCRIPTIONS	2019 MEMBERSHIP DUES	
	<b>825.00</b>				
<b>DUPAGE COUNTY RECORDER</b>					
EASEMENT RECORDING	37.00	01580000-52233	RECORDING FEES	40004602 EASEMENT RC	
	<b>37.00</b>				
<b>EDENBROS LLC</b>					
CORRELATOR EQUIPMENT REPAIR	159.65	04201600-52284	EQUIPMENT MAINTENANCE	2006027218	
	<b>159.65</b>				

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<b>GENUINE PARTS COMPANY INC</b>					
PARTS & SUPPLIES	19.68	01696200-52244	MAINTENANCE & REPAIR	11007487 11/30/2018	
PARTS & SUPPLIES	39.46	01696200-53317	OPERATING SUPPLIES	11007487 11/30/2018	
PARTS & SUPPLIES	73.18	01670200-53317	OPERATING SUPPLIES	11007487 11/30/2018	
PARTS & SUPPLIES	868.01	01696200-53354	PARTS PURCHASED	11007487 11/30/2018	
	<u>1,000.33</u>				
<b>GOVTEMPSUSA LLC</b>					
ACCOUNTS CLERK 12/9 12/16	1,377.60	04103100-52253	CONSULTANT	2685226	
ACCOUNTS CLERK 12/9 12/16	1,377.60	04203100-52253	CONSULTANT	2685226	
AMR TEMP 12/9 12/16	2,254.00	04201400-52253	CONSULTANT	2685227	
LIBRARY 10/14 & 10/21	3,360.00	01652800-52253	CONSULTANT	2646406	
LIBRARY 10/28 & 11/4	3,360.00	01652800-52253	CONSULTANT	2656332	
LIBRARY 10/7/18	1,680.00	01652800-52253	CONSULTANT	2636542	
LIBRARY 11/11 & 11/18	3,360.00	01652800-52253	CONSULTANT	2666203	
LIBRARY TECH W/E 12/16 & 12/09	3,360.00	01652800-52253	CONSULTANT	2685225	
OFFICE MANAGER 12/9 12/16	3,003.20	01590000-52253	CONSULTANT	2685224	
TEMP TO HIRE PYMNT GAJOWNICZEK	1,230.57	04103100-52253	CONSULTANT	GT2019-100	
TEMP TO HIRE PYMNT GAJOWNICZEK	1,230.58	04203100-52253	CONSULTANT	GT2019-100	
	<u>25,593.55</u>				
<b>GRANITE TELECOMMUNICATIONS</b>					
POTS + FIBER CORR. @ DUPAGE CO-DEC 2018	1,517.12	01652800-52230	TELEPHONE	439778910	
POTS-NOV 2018	634.11	01652800-52230	TELEPHONE	436692417	
	<u>2,151.23</u>				
<b>ILLINOIS CITY COUNTY MANAGEMENT ASSN</b>					
ADVERTISE. FOR ASST VIL MGR	50.00	01600000-52228	PERSONNEL HIRING	1430	
	<u>50.00</u>				



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<b>ILLINOIS SECRETARY OF STATE</b>					
2000 LINCOLN / 2003 GMC SEIZED VEHICLES	190.00	01664700-53317	OPERATING SUPPLIES	SEIZED VEH 2000/2003	
2002 CHEVY IMPALA/MALIBU	285.00	01664700-53317	OPERATING SUPPLIES	SEIZED VEH 2002 CHEV	
	<u>475.00</u>				
<b>JET BRITE CAR WASH INC</b>					
CAR WASH 11/1-11/30-18	183.00	01662700-52244	MAINTENANCE & REPAIR	3512	
	<u>183.00</u>				
<b>JOHN L FIOTI</b>					
TOW HEARINGS 12/12/18	250.00	01570000-52238	LEGAL FEES	123	
TOW HEARINGS 12/12/18	250.00	01662300-52310	ATLE LEGAL ADJUDICATION	123	
	<u>500.00</u>				
<b>KLEIN, THORPE &amp; JENKINS, LTD</b>					
GENERAL COUNSEL-NOV	168.00	04200100-52238	LEGAL FEES	199583 11/30/18	
GENERAL COUNSEL-NOV	420.00	04100100-52238	LEGAL FEES	199583 11/30/18	
GENERAL COUNSEL-NOV	6,426.72	01570000-52238	LEGAL FEES	199583 11/30/18	
	<u>7,014.72</u>				
<b>LRS HOLDINGS LLC</b>					
STREET SWEEPING SRV'S-NOV	8,400.00	01670600-52272	PROPERTY MAINTENANCE	PS239947	20190016
	<u>8,400.00</u>				
<b>MARK E RADABAUGH</b>					
BRD MTG 12/17/18	112.50	01590000-52253	CONSULTANT	18-0106	
	<u>112.50</u>				
<b>MIDWEST CHLORINATING &amp; TESTING, INC.</b>					
CI2 FOR INTERCONNECT	250.00	04201600-52244	MAINTENANCE & REPAIR	18644C	
	<u>250.00</u>				

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<b>MULTISYSTEM MANAGEMENT COMPANY</b>					
JANITORIAL SRV'S DEC/2018	4,800.00	01680000-52276	JANITORIAL SERVICES	1942	
JANITORIAL SVCS 11/2018	4,800.00	01680000-52276	JANITORIAL SERVICES	1931	
MOVE OUT CLEANING @505 NORTH AVE	450.00	11740000-55490	VILLAGE HALL RENOVATION	1950	
	<b>10,050.00</b>				
<b>MUNICIPAL GIS PARTNERS INC</b>					
GIS SERVICES DECEMBER 2018	11,928.29	01652800-52257	GIS SYSTEM	4129	
MGP GIS SERVICES	11,928.31	01652800-52257	GIS SYSTEM	4127	
MGP GIS SERVICES NOV	11,928.31	01652800-52257	GIS SYSTEM	4128	
	<b>35,784.91</b>				
<b>NAPCO STEEL INC</b>					
STEEL FOR INTERCONNECT SPLICERS	245.80	04201600-53317	OPERATING SUPPLIES	424255	
	<b>245.80</b>				
<b>NAVIANT INC</b>					
PREV MTC MICROFICHE READER 3/1/19- 2/29/20	715.00	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	136840-IN	
	<b>715.00</b>				
<b>NICOR</b>					
CHARGER CT 11/19 - 12/19	100.24	04101500-53230	NATURAL GAS	86606011178 12/19/18	
TUBEWAY DR 11/15 - 12/18	30.39	04101500-53230	NATURAL GAS	14309470202 12/18/18	
WELL #4 11/16 - 12/18	118.59	04201600-53230	NATURAL GAS	13811210007 12/18/18	
	<b>249.22</b>				
<b>PROSPAN MANUFACTURING CO INC</b>					
SHORING PARTS	192.50	04201600-53350	SMALL EQUIPMENT EXPENSE	2018-255	
	<b>192.50</b>				
<b>RAY O'HERRON CO</b>					
AMMUNITION	19,444.30	01662700-53321	AMMUNITION	1854334-IN	
	<b>19,444.30</b>				

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<b>REFUNDS MISC</b>					
18-0687-DRVW CANCELLED PERMIT	48.00	01000000-42307	BUILDING PERMITS	673 STUART DR	
ADM & PUBLIC SAFETY TOW FEE REIMB	500.00	01000000-45321	TOWING FEE	CS18045986	
REFUND BANK BUS LIC FEE	50.00	01000000-42301	BUSINESS/MISC LICENSES	2032733	
TICKET REFUND 201343	20.00	01000000-45402	ORDINANCE FORFEITS	201343	
TICKET REFUND 240427	100.00	01000000-45402	ORDINANCE FORFEITS	240427	
TICKET REFUND 240517	100.00	01000000-45402	ORDINANCE FORFEITS	27722	
TICKET REFUND 240555	200.00	01000000-45402	ORDINANCE FORFEITS	240555	
TICKET REFUND 240634	100.00	01000000-45402	ORDINANCE FORFEITS	240634	
TICKET REFUND 240903 PD TWICE ONLINE	30.00	01000000-45402	ORDINANCE FORFEITS	240903	
TICKETS 239898/899/900 OVRPD ONLINE RFND	90.00	01000000-45402	ORDINANCE FORFEITS	TK'S 239898/99/900	
	<b>1,238.00</b>				
<b>REFUNDS PRESERVATION BONDS</b>					
SANITARY SEWER CONNECTION REFUND	1,000.00	01-24324	SANITARY SEWER CONNECTION SE1N566 GOLFOVIEW		
	<b>1,000.00</b>				
<b>REFUNDS TAX STAMPS</b>					
TAX STAMP 30197 REFUND	474.00	01000000-41208	REAL ESTATE TRANSFER TAX	1442 WALNUT	
	<b>474.00</b>				
<b>ROADSAFE TRAFFIC SYSTEMS, INC</b>					
STREET SIGN PURCHASE	2,425.62	01670300-53344	STREET SIGNS	89325	
	<b>2,425.62</b>				
<b>SERVICE COMPONENTS INC</b>					
ZIP TIES	80.68	01670200-53317	OPERATING SUPPLIES	93238	
	<b>80.68</b>				
<b>SMITH SECKMAN REID INC</b>					
MUNICIPAL CTR ADDTN & REMODEL THRU 11/30	24,300.33	11740000-55490	VILLAGE HALL RENOVATION	260971	
	<b>24,300.33</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on January 7, 2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>THE BOARD OF TRUSTEES OF THE UNIV OF ILL</b>					
LAB FEES/DUI TECH FUNDS	1,675.00	01662300-53317	OPERATING SUPPLIES	H0392	
	<u>1,675.00</u>				
<b>THIRD MILLENIUM ASSOCIATES INCORPORATED</b>					
BILL PRINTING -12/27/18	1,255.41	04103100-52221	UTILITY BILL PROCESSING	22884	
BILL PRINTING -12/27/18	1,255.42	04203100-52221	UTILITY BILL PROCESSING	22884	
GREEN PAY FEE DEC/2018	225.00	04103100-52221	UTILITY BILL PROCESSING	22885	
GREEN PAY FEE DEC/2018	225.00	04203100-52221	UTILITY BILL PROCESSING	22885	
	<u>2,960.83</u>				
<b>TRANSYSTEMS CORPORATION</b>					
FAIR OAKS BIKE TRAIL SRV FRM 12/03/16- 12/07,	30,343.58	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	08-3380941FINAL	
LIES RD LAFO EAST SRV FRM 10/13- 12/07 2018	5,964.77	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	08-3381015-FINAL	
	<u>36,308.35</u>				
<b>U S POSTMASTER</b>					
POSTAGE DEC/18 WATER BILLS	2,160.64	04203100-52229	POSTAGE	1529 12/31/18	
POSTAGE DEC/18 WATER BILLS	2,160.65	04103100-52229	POSTAGE	1529 12/31/18	
	<u>4,321.29</u>				
<b>US POSTMASTER</b>					
REPLENISH POSTAGE MACHINE	10,000.00	01610100-52229	POSTAGE	POC14021044 DEC/18	
	<u>10,000.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on January 7, 2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>VERIZON WIRELESS</b>					
PHONE 11/14-12/13/18	38.01	01652800-52230	TELEPHONE	9820311472	
PHONE 11/14-12/13/18	38.01	01662700-52230	TELEPHONE	9820311472	
PHONE 11/14-12/13/18	56.04	01610100-52230	TELEPHONE	9820311472	
PHONE 11/14-12/13/18	56.04	01640100-52230	TELEPHONE	9820311472	
PHONE 11/14-12/13/18	56.04	01642100-52230	TELEPHONE	9820311472	
PHONE 11/14-12/13/18	56.04	01690100-52230	TELEPHONE	9820311472	
PHONE 11/14-12/13/18	58.41	01662700-52230	TELEPHONE	9820311472	
PHONE 11/14-12/13/18	76.75	01680000-52230	TELEPHONE	9820311472	
PHONE 11/14-12/13/18	94.05	01600000-52230	TELEPHONE	9820311472	
PHONE 11/14-12/13/18	113.17	01643700-52230	TELEPHONE	9820311472	
PHONE 11/14-12/13/18	270.94	04100100-52230	TELEPHONE	9820311472	
PHONE 11/14-12/13/18	343.10	01590000-52230	TELEPHONE	9820311472	
PHONE 11/14-12/13/18	394.96	01620100-52230	TELEPHONE	9820311472	
PHONE 11/14-12/13/18	432.24	01652800-52230	TELEPHONE	9820311472	
PHONE 11/14-12/13/18	476.34	04200100-52230	TELEPHONE	9820311472	
PHONE 11/14-12/13/18	528.31	01670100-52230	TELEPHONE	9820311472	
PHONE 11/14-12/13/18	3,264.16	01662700-52230	TELEPHONE	9820311472	
	<b>6,352.61</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on January 7, 2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>VILLAGE OF CAROL STREAM</b>					
124 GERZEVSKE LN E SIDE PUMP STN-NOV	101.10	04200100-53220	WATER	01433623/21254	
124 GERZEVSKE LN HYDRANT MTR-NOV	724.28	04200100-53220	WATER	01433611/21240	
124 GERZEVSKE LN PWKS N GARAGE -NOV	299.97	01670100-53220	WATER	01433274/20874	
124 GERZEVSKE PWKS CTR -NOV	124.84	01670100-53220	WATER	01433275/20875	
245 N KUHN RD BATHROOM MTC BLDG-NOV	1.33	04101500-53220	WATER	01433625/21256	
245 N KUHN RD HEAD WRKS BLDG-NOV	0.12	04200100-53220	WATER	01433273/20873	
245 N KUHN RD MTC CONTROL BLDG- NOV	6.47	04101500-53220	WATER	01433271/20871	
245 N KUHN RD TRTMNT PLNT ADM BLDG-NOV	62.13	04101500-53220	WATER	01433272/20872	
300 N KUHN RD CHLORINE ANALYZER- NOV	96.36	04200100-53220	WATER	01433624/21255	
500 N GARY AVE VLG HALL -NOV	152.14	01680000-53220	WATER	01433276/20876	
960 N GARY AV BLDG @ FOUNTAIN- NOV	1.44	01680000-53220	WATER	01433278/20878	
960 N GARY AV FOUNTAIN- NOV	0.01	01680000-53220	WATER	01433277/20877	
	<b>1,570.19</b>				
<b>WCS PHOTOGRAPHY</b>					
DEPARTMENT PHOTO	33.00	01660100-53317	OPERATING SUPPLIES	CSPD-CD-2018	
	<b>33.00</b>				
<b>WEST SIDE TRACTOR SALES</b>					
DE- RADIATOR	1,557.19	01696200-53354	PARTS PURCHASED	N74782	
	<b>1,557.19</b>				

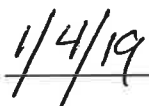
**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on January 7, 2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>WEX BANK</b>					
FUEL 11/30/18	-139.38	01000000-47407	MISCELLANEOUS REVENUE	56829400	
FUEL 11/30/18	44.87	01696200-53313	AUTO GAS & OIL	56829400	
FUEL 11/30/18	56.65	01643700-53313	AUTO GAS & OIL	56829400	
FUEL 11/30/18	76.56	01622200-53313	AUTO GAS & OIL	56829400	
FUEL 11/30/18	90.49	04200100-53313	AUTO GAS & OIL	56829400	
FUEL 11/30/18	107.46	01680000-53313	AUTO GAS & OIL	56829400	
FUEL 11/30/18	114.85	01620100-53313	AUTO GAS & OIL	56829400	
FUEL 11/30/18	189.65	01642100-53313	AUTO GAS & OIL	56829400	
FUEL 11/30/18	347.59	01664700-53313	AUTO GAS & OIL	56829400	
FUEL 11/30/18	390.57	01670100-53313	AUTO GAS & OIL	56829400	
FUEL 11/30/18	390.57	01670300-53313	AUTO GAS & OIL	56829400	
FUEL 11/30/18	434.49	01662400-53313	AUTO GAS & OIL	56829400	
FUEL 11/30/18	488.21	01670600-53313	AUTO GAS & OIL	56829400	
FUEL 11/30/18	488.21	01670700-53313	AUTO GAS & OIL	56829400	
FUEL 11/30/18	585.86	01670500-53313	AUTO GAS & OIL	56829400	
FUEL 11/30/18	633.40	04201400-53313	AUTO GAS & OIL	56829400	
FUEL 11/30/18	744.08	04101500-53313	AUTO GAS & OIL	56829400	
FUEL 11/30/18	782.07	01660100-53313	AUTO GAS & OIL	56829400	
FUEL 11/30/18	829.96	01670400-53313	AUTO GAS & OIL	56829400	
FUEL 11/30/18	1,085.83	04201600-53313	AUTO GAS & OIL	56829400	
FUEL 11/30/18	1,708.75	01670200-53313	AUTO GAS & OIL	56829400	
FUEL 11/30/18	7,125.55	01662700-53313	AUTO GAS & OIL	56829400	
	<b>16,576.29</b>				
<b>WINDY CITY CLEANING EQUIP &amp; SUPPLIES</b>					
POWER WASHER HOSE	189.97	01670400-53317	OPERATING SUPPLIES	SO000485	
	<b>189.97</b>				
<b>GRAND TOTAL</b>	<b>\$247,655.82</b>				

**The preceding list of bills payable totaling \$247,655.82 was reviewed and approved for payment.**

**Approved by:**

  
\_\_\_\_\_  
Robert Mellor – Village Manager

**Date:**   
\_\_\_\_\_

**Authorized by:**

\_\_\_\_\_  
Matt McCarthy – Mayor Pro Tem

\_\_\_\_\_  
Laura Czarnecki- Village Clerk



**ADDENDUM WARRANTS**  
**December 18, 2018 Thru January 7, 2019**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Dec 3, 2018 thru Dec 16, 2018	551,450.15
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Dec 3, 2018 thru Dec 16, 2018	60,093.29
General	A C H	Wheaton Bank & Trust	Payroll Dec 17, 2018 thru Dec 30, 2018	660,173.89
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Dec 17, 2018 thru Dec 30, 2018	51,623.22
				<b><u>1,323,340.55</u></b>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018

By: \_\_\_\_\_  
 Matt McCarthy - Mayor Pro Tem

\_\_\_\_\_  
 Laura Czarnecki - Village Clerk