

CONTRACT

BETWEEN

THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73

and

THE CALUMENT MEMORIAL PARK DISTRICT

2019-2023

<u>PREAMBLE</u>	<u>1</u>
<u>ARTICLE I</u>	<u>1</u>
<u>INTENT AND PURPOSE</u>	
SECTION 1.1	1
<u>ARTICLE II</u>	<u>1</u>
<u>RECOGNITION</u>	
SECTION 2.1. RECOGNITION AND COVERAGE	1
SECTION 2.2.	2
<u>SECTION 2.3 DEFINITION</u>	<u>2</u>
<u>ARTICLE III</u>	<u>3</u>
<u>UNION SECURITY AND DUES</u>	
SECTION 3.1 DUES CHECKOFF	3
<u>SECTION 3.2. FAJR SHARE</u>	<u>3</u>
SECTION 3.3.	3
<u>SECTION 3.4 INDEMNIFICATION</u>	<u>4</u>
<u>SECTION 3.5 SEIU COPE</u>	<u>4</u>
<u>SECTION 3.6 SEASONAL EMPLOYEES</u>	<u>5</u>
<u>ARTICLE IV</u>	<u>5</u>
<u>ANTI-DISCRIMINATION</u>	
SECTION 4.1	5
SECTION 4.1. ANTI-DISCRIMINATION	5
<u>ARTICLE V</u>	<u>5</u>
<u>SECTION 5.1 UNION ACTIVITY</u>	<u>5</u>
<u>ARTICLE IV</u>	<u>6</u>
<u>UNION STEWARDS</u>	
SECTION 6.1	6
<u>REPRESENTATION AND UNION BUSINESS</u>	<u>6</u>
<u>SECTION 6.2 and 6.3</u>	<u>6</u>
<u>ARTICLE VII</u>	
<u>MANAGEMENT RIGHTS</u>	<u>6</u>
<u>ARTICLE VIII</u>	<u>7</u>
<u>HOURS OF WORK AND OVERTIME</u>	

SECTIONS.I	7
SECTION8.2	7
SECTION8.3	7
SECTION8.4	8
SECTION8.S	8
SECTION8.6	8
SECTION8.7	8

ARTICLE IX 9

GRIEVANCE PROCEDURE

SECTION 9.1 DEFINITION OF GRIEVANCE	9
SECTION9.2	9
SECTION 9.3 FFFIST STAGE	9
SECTION 9.4. SECOND STAGE	10
SECTION 9.5. THIRD STAGE	10
SECTION 9.6 ARBITRATION	10
SECTION9.7	11
SECTION9.8	11

ARTICLE X

RULES DISCIPLINE AND DISCHARGE

SECTION 10.1	11
SECTION 10.2	11
SECTION 10.3 POLICY CHANGES	12
SECTION 10.4 JUST CAUSE	12

ARTICLE XI

NO STRIKES/NO LOCKOUTS

SECTION 11.1	12
--------------	----

ARTICLE XII

SENIORITY

SECTION 12.1. DEFINITIONS	12
SECTION 12.2 PROBATIONARY PERIOD	12
SECTION 12.3 RETREAT RIGHTS	13
SECTION 12.4 SENIORITY LIST	13
SECTION 12.S REDUCTION IN FORCE	13

ARTICLE XIII

WAGES

SECTION 13.1	13
--------------	----

ARTICLE XIV	
HOLIDAYS	14
SECTION 14.1	14
SECTION 14.2	15
SECTION 14.3	15
SECTION 14.4	15
ARTICLE XV	
VACATION	15
SECTION 15.1	15
SECTION 15.2	16
SECTION 15.3	16
SECTION 15.4	16
SECTION 15.5	16
SECTION 15.6	16
SECTION 15.7	16
ARTICLE XVI	
JURY SERVICE/FUNERAL PAY	17
SECTION 16.1	17
SECTION 16.2	17
ARTICLE XVII	
LEAVES OF ABSENCE	
SECTION 17.1	17
SECTION 17.2	17
SECTION 17.3	18
SECTION 17.4	18
SECTION 17.5	18
SECTION 17.6 SICK LEAVE	18
SECTION 17.8	19
SECTION 17.9	19
SECTION 17.10	20
SECTION 17.11	20
ARTICLE XVIII	
GENERAL	
SECTION 18.1	20
SECTION 18.2	20
SECTION 18.3	20
SECTION 18.4	20
SECTION 18.5	21
SECTION 18.6	21
SECTION 18.7	21

ARTICLE XIX	
HEALTH INSURANCE	
SECTION 19.1	21
SECTION 19.2	22
SECTION 19.3	22
SECTION 19.4	23
ARTICLE XX	
SAFETY	23
SECTION 20.1	23
SECTION 20.2	23
ARTICLE XXI	
CONFORMITY TO LAW	
SECTION 21.1	23
ARTICLE XXII	
COMPLETE	
ARGREEMENT	24
SECTION 22.1	24
ARTICLE XXIII	
DURATION	24
SECTION 23.1	24
SECTION 23.2	25
APPENDIX A	26

AGREEMENT

THIS AGREEMENT is made and entered into by and between CALUMET MEMORIAL PARK DISTRICT, hereinafter referred to as the "Employer," and the SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73, CTW, CLC, hereinafter referred to as the "Union."

ARTICLE I

INTENT AND PURPOSE

SECTION 1.1 The Employer and the Union each represent that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union, the employees and the Employer, to promote efficiency of service and to set forth herein the basic agreements covering rates of pay, wages, hours of work and other conditions of employment.

ARTICLE II

RECOGNITION AND COVERAGE

SECTION 2.1 In compliance with the Decision and Certification of Representative, issued by the Illinois State Labor Relations Board in Case No. S-RC-93-113, the Employer recognizes the Union as the sole and exclusive representative of the Employer's employees in the bargaining unit described in Section 2.2 of this Agreement for purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.

SECTION 2.2 In accordance with the aforesaid Certification of Representative, the provisions of this Agreement shall cover and be applicable to only those employees in the "Bargaining Unit" described and limited as follows:

All full-time and part-time Maintenance Department laborers, janitors and maintenance workers, excluding Park Superintendent, and all supervisory, managerial and confidential employees, and all other employees of the Employer.

SECTION 2.3 For purposes of this Agreement:

"Full-time employees" shall be those employees regularly scheduled for forty (40) hours per week during the period of the year in which they are employed. Full-time employees may be employed for less than twelve (12) months per year.

"Part-time employees" shall be those employees regularly scheduled for less than forty (40) hours per week during the period of the year in which they are employed. Part-time employees may be employed for less than twelve (12) months per year.

"Seasonal employees" shall be those employees hired to work between April 15 and September 30. The provisions of this Agreement shall not be applicable to seasonal employees

ARTICLE III

UNION SECURITY/FAIR SHARE

Section 3.1 Dues Deduction

Upon receipt of a lawfully executed written authorization from an employee, the District shall, during the term of this Agreement or until authorization is revoked in accordance with its terms, deduct the regular bi-monthly union membership dues or initiation fee of such employees from their paychecks, and shall, on a bi-monthly, remit such deduction to the official designated by the union in writing to receive the same. The union shall notify the District in writing of the exact amount of bi-monthly membership dues to be deducted. The authorization provided for by this section shall conform to all applicable Federal and State laws. The union shall refund to the Board or to the employee any dues which may be deducted erroneously or any monies which may be remitted erroneously to the union. The union will indemnify and hold harmless the District of Education, its members, its agents and its employees from any and all claims, demands, actions, complaints, suits or other claims or liability by reason of a faithful execution of this provision.

Section 3.2 Fair Share

1. Employees covered by this Agreement who are not members of the union shall be required to pay their fair share of the costs of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment, commensurate with the dues uniformly required of members. The Fair Share fee shall not include any fees for contribution related to the election or support of any candidate for political office or other political contributions. The union shall annually certify to the District the amount constituting each non-member employee's fair share. Such certification shall be made in writing by the Union President and submitted to the Business Office by September 1 of each year.
2. In the event that the non-member employee does not pay his/her fair share fee directly to the Union on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, the District shall deduct such fair share fee from the earnings of the non-

member employee and pay such amount to the Union no later than ten (10) days following such deduction. Such amount shall be deducted at the proportionate rate per pay period.

Section 3.3

If a non-member employee declares the right of non-association based upon bona fide religious tenets or teaching of a church or religious body of which such employee is a member, such employee shall be required to pay an amount equal to their fair share to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to reach agreement on the matter, the employee may select a charitable organization from a list established and approved by the

Illinois Public Labor Relations Board, or in the event no such list is established, such list shall be established by the District and the Union.

Section 3.4.

The Union shall indemnify and save harmless the District and all of its agents and employees from any and all claims; demands or suits resulting from any reasonable action, or failure to act, by the District or any of its agents or employees for the purpose of complying with the provisions of this article. The District retains the right to select its own attorneys and the Union agrees to reimburse the District for reasonable attorney fees incurred in connection with this provision.

Section 3.5 SEIU COPE Payroll Deduction

The District, upon receipt of a payroll deduction authorization card signed by the employee, shall deduct from the wages of such employee the amount specified on the card as a regular contribution to SEIU COPE. The District will regularly remit such sums deducted for that purpose to the Union. The employee may at any time revoke his/her authorization of the SEIU COPE payroll deduction in writing on a form provided by the Union for that purpose. The Union shall indemnify and save harmless the District and all of its agents and employees from any and all claims, demands or suits resulting from any reasonable action, or failure to act, by the District or any of its agents or employees for the purpose of complying with the provisions of this section. The District retains the right to select its own attorneys

and the Union agrees to reimburse the District for reasonable attorney fees incurred in connection with this provision.

SECTION 3.6 Notwithstanding any other provision of this Article, no seasonal employee hired to work between April 15 and September 30 shall be required to pay union dues, initiation fees, assessments, membership fees or fair share payments as a condition of employment with the Employer.

ARTICLE N

NON-DISCRIMINATION

SECTION 4.1 The Employer, the Union and all employees shall continue to comply with the applicable State and Federal Laws prohibiting discrimination.

ARTICLE V

UNION ACCESS TO PREMISES

SECTION 5.1 The Employer shall permit an authorized representative or officer of the Union to have access to designated areas of the Employer's premises for the purpose of communicating with the employees employed therein, provided such representatives or officers first receive permission from the Park Director and shall not unnecessarily interfere with the duties of said employees or the business of the Employer.

ARTICLE VI
UNION STEWARDS

SECTION 6.1 The members of the bargaining unit may elect one (1) steward and one (1) alternate steward. The alternate steward shall act in the case of the steward's absence. The duties of the steward shall be to act as the representative of Union employees on all matters that cannot be handled between the individual employee and the Superintendent of Parks.

SECTION 6.2 The Union shall notify the Employer in writing as to the Union officers and stewards and shall keep the Employer informed of any changes.

SECTION 6.3 Normal working time spent by the Union steward in the investigation of grievances shall be compensated by the Employer.

ARTICLE VII
MANAGEMENT RIGHTS

SECTION 7.1 Except as specifically modified by other articles of this Agreement, the Union recognizes the exclusive right of the Park District to make and implement decisions with respect to the operation and management of its operations in all respects as that right existed prior to the signing of this Agreement. Such rights include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the Park District; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work, and to establish and change work schedules, to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to transfer employees, to lay off for lack of work or any other legitimate reason; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether services are to be provided by employees

covered by this Agreement, or by other employees or non-employees not covered by this Agreement; to maintain discipline, order and efficiency; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to introduce new and improved methods, equipment or facilities, or to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Park District; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE VIII

WORKING HOURS AND OVERTIME

SECTION 8.1 The basic work period for full-time employees shall be forty (40) hours per week, not necessarily consecutive, Sunday through Saturday. The work week for part-time employees shall be as scheduled by the Superintendent of Parks. This provision shall not be construed as a guarantee of hours to be worked or as a limitation upon the maximum hours per day or per work period which may be required.

SECTION 8.2 Employees will be paid one and one-half (1/1-2) times their regular rate of pay for work-, excess of forty (40) hours during any particular work week. Pay periods are bi-monthly, the first through the fifteenth and the sixteenth through the last day of the month.

SECTION 8.3 Employees will be expected to perform any reasonable amount of overtime work assigned to them. It is the intention of the parties that overtime will be distributed as equally as possible among employees. The Employer will offer overtime work on a rotating basis to employees who normally and customarily perform the work involved. In the event no employee volunteers to perform

the overtime work, the Employer shall have the right to assign the overtime work to any employee. In cases of emergency, the Employer may assign the overtime work to any employee immediately available.

SECTION 8.4 The Employer shall prepare a monthly work schedule for all employees. The schedule shall be posted as far in advance at the start of the month as possible. All hours to be worked shall be posted on the schedule. If the Employer desires to change the schedule after it is posted, the Employer shall advise the employee or employees involved of the change prior to the time the change is made and the revised schedule is posted.

SECTION 8.5 Employees working eight (8) hours or more shall receive an unpaid thirty (30) minute lunch period.

SECTION 8.6 Employees working eight (8) hours or more shall receive two (2) paid ten (10) minute uninterrupted rest periods in any one (1) work day as scheduled by the Superintendent of Parks.

SECTION 8.7 Any employee who is called back to work outside of his/her regularly scheduled shift shall be paid for the hours worked or a minimum of two (2) hours pay at the employee's regular straight time hourly rate of pay, whichever is greater. The employee may elect to receive compensatory time in lieu of compensation for the period worked. Call back time shall begin when the employee punches in at the Park District Garage. If the call back overlaps with the employee's regular shift, the employee shall either be compensated the appropriate call back rate of pay or accumulate the compensatory time until his regular shift begins, and the regular shift shall continue until the employee's normal quitting time.

ARTICLE IX

GRIEVANCE PROCEDURE

SECTION 9.1 The properly accredited officers or representatives of both parties of the Agreement shall be authorized to settle any dispute, disagreement, difference or Grievance arising out of the terms, application or interpretation of the Agreement.

SECTION 9.2 In an attempt to maintain harmonious relations between employees and the Employer, all disputes, disagreements, differences or grievances should first be presented informally by the employee involved to his/her immediate supervisor, and the parties shall attempt to resolve the problem. If the problem is not resolved by means of this information procedure, it shall be presented as a grievance under the next succeeding provisions of the Article. In all situations involving other than bona fide safety concerns of the employee, the principal of "work now, grieve later" shall be observed by the employee.

SECTION 9.3 The Union shall submit all Grievances, in writing, within the following time limitations:

(a) Grievances involving discharge or suspension shall be submitted, in writing, within ten (10) working days from the date of the discharge or suspension.

(b) Grievances involving wages shall be submitted, in writing, within five (5) five working days from the date of the first occurrence of the Grievance.

(c) All other Grievances shall be submitted in writing, within fifteen (15) days of the date of the date of the occurrence of the Grievance.

Grievances not filed within the time limits set forth above shall be nullified and of no force and effect.

SECTION 9.4 The Employer shall respond, in writing, to each Grievance within five (5) working days from the date of its receipt of the Grievance at each step of the Grievance procedure.

SECTION 9.5 Each Grievance shall initially be presented to the Superintendent of Parks. Any Grievance not satisfactorily resolved by the Superintendent of Parks shall be presented to the Park Director within five (5) working days of receipt of the Superintendent of Park's response.

SECTION 9.6 When, in judgment of either party, arbitration is necessary, either party may initiate same by notifying the other party, in writing, that it has involved the arbitration provisions of the Agreement, and that it has requested the Federal Mediation and Conciliation Service to submit a panel of five (5) Arbitrators to the parties. In no event shall arbitration be initiated earlier than receipt of the Park Director's response to the Grievance. If the request for arbitration is not received within this thirty (30) working day period, the Grievance shall be nullified and be of no force and effect. When arbitration is timely requested, the parties shall promptly proceed to select an Arbitrator who shall proceed to arbitrate the Grievance in accordance with the rules of the Federal Mediation and Conciliation Service. The party initiating the arbitration shall be entitled to strike the first name. The decision of the Arbitrator shall be final and binding on the Employer, the Union and all employees.

SECTION 9.7 The Arbitrator selected shall have authority only to interpret and apply the provisions of this Agreement to the extent necessary to decide the submitted Grievance. He/she shall not have authority to add to, detract from, or alter in any way the provisions of this Agreement.

SECTION 9.8 The failure of the Union to protest any constructive action, notice or other written warning issued to an employee shall not be deemed as an admission on the part of the Union or the employee as to the truth of the content of such written notice or the propriety of its issuance.

ARTICLE X

RULES DISCIPLINE AND DISCHARGE

SECTION 10.1 Maintenance of discipline is the sole and exclusive responsibility of the Employer. However, no employee who has completed the probationary period shall be disciplined, suspended or discharged without cause. All discipline shall be discarded if there is no additional discipline after (1) one-year period.

SECTION 10.2 The Employer retains the right to establish, adopt, publish, put into effect, change, amend and enforce reasonable rules and regulations for employee conduct or safety, not in direct conflict with this Agreement; to fix the penalties for violation thereof; and to warn, reprimand, layoff, discharge and otherwise discipline employees who violate such rules. However, before an employee is laid off, discharged, or suspended for disciplinary purposes, where possible, the Employer shall notify the Union of warnings given that employee. However, the failure of the Employer to give such notice will not affect the validity of the discipline or discharge given the employee; the discipline or discharge shall be subject to the Grievance Procedure established herein. The Employer shall provide one bulletin board on which Employer materials, including work rules, shall be posted.

SECTION 10.3

Policy Changes During the term of this agreement, the District agrees to notify the Union when or if it contemplates a policy change which will affect the wages, hours or terms and conditions of employment of employees working under this agreement. The District further agrees to notify the Union in writing within ten (10) working days if it intends to implement such change.

SECTION 10.4

Suspension or Termination: Any regular employee who successfully completed the probationary period may have his/her employment terminated or suspension without pay for just cause. All written notifications will be discarded after one(!) year if no like infractions occur.

ARTICLE XI

STRIKES AND LOCKOUTS

SECTION 11.1 During the term of this Agreement, there shall be no strikes by the Union or employees, nor any lockout by the Employer.

ARTICLE XII

SENIORITY

Section 12.1 Seniority shall be defined as the length of continuous employment with the Employer within the bargaining unit and shall begin with the employee's "last date of employment." For seniority purposes, a "date of employment" shall mean the date the employee is hired and actually works.

SECTION 12.2 Newly hired employees shall be probationary employees until completion of ninety (90) calendar days. Upon notification to the Union, an Employee's probationary status may be extended by the Employer. Probationary employees shall not have seniority. Upon successful.

completion of the probationary period, such employee will accrue seniority as of his/her employment date.

During this probation period the Employer may layoff, suspend, discharge or discipline such probationary employee for any reason whatsoever, and such action shall not constitute a basis for a **Grievance.**

SECTION 12.3 An employee who is promoted or transferred out of the bargaining unit may transfer back into the bargaining unit within one (1) year with the seniority he/she would have had if he/she had remained continuously in the bargaining unit.

SECTION 12.4 The Employer will furnish to the Union upon reasonable request a current seniority list, including the date of hire and rate of pay of each employee.

SECTION 12.5 Any reductions in work force, including reduction of working hours due to a lack of work, shall be by seniority. All probationary employees shall be laid off or have their hours reduced before any bargaining unit employee. All employees to be laid off shall be notified at least one (1) week before the scheduled layoff.

ARTICLE XIII

WAGES

SECTION 13.1 The minimum wage rates applicable to the bargaining unit employees are set forth on Exhibit A attached hereto.

ARTICLE XIV

HOLIDAYS

SECTION 14.1 All employees who have completed their probationary period shall be entitled to time off for the following holidays:

New Years Day

Memorial Day

4th of July

Labor Day

Thanksgiving Day

Christmas Day New Years Eve

Plus one Floating holiday

Employees scheduled to work on any of the above holidays shall receive pay at their regular hourly rate for all hours worked on the holiday, and shall receive a paid day off after the holiday to be selected by the employee.

In addition, such employees shall be entitled to time off for a floating holiday; either the Day after Thanksgiving, Christmas Eve Day, New Year's Eve Day, -or Martin Luther King's birthday. The employees shall determine among themselves which employees shall be off on which day, but no more than fifty percent (50%) of the employees may be off on any one of such days. In the event there is a conflict as to which employees shall have which of such days off, the conflict will be resolved by seniority.

SECTION 14.2 All employees who are eligible for holidays off shall receive pay at their regular hourly rate for each of the above holidays.

SECTION 14.3 Holiday pay shall be determined by the number of hours which an eligible employee would normally be scheduled to work on a daily basis.

SECTION 14.4 In order to be entitled to unworked holiday pay, as set forth in this Article, employees must work their scheduled day before the holiday and their scheduled day after the holiday unless absence is excused by the Employer or the employee presents a valid doctor's statement confirming the employee's illness.

ARTICLE XV

VACATION

SECTION 15.1 All employees shall be eligible to receive a paid vacation as of the anniversary of their continuous employment with the Employer on the following basis:

One (1) yr. of continuous employment	one (1) week
Two (2) yrs. of continuous employment	two (2) weeks
Five (5) yrs. of continuous employment	three (3) weeks
Ten (10) yrs. of continuous employment	four (4) weeks
Fifteen (15) & more yrs. of continuous employment	five (5) weeks

SECTION 15.2 Vacation pay shall be paid on the basis of the employee's regular straight time hourly rate at the time of the vacation times the average number of weekly hours worked in the previous calendar year for each week of vacation to which he/she is entitled times the percentage of the weeks in the previous calendar year the employee was scheduled to work.

SECTION 15.3 Time spent by employees while on medical or personal leaves shall not be counted as time worked for purposes of computing vacation benefits.

SECTION 15.4 An employee who has qualified for his/her first vacation and is subsequently laid off, shall receive a pro rata vacation for each full month of service completed since the previous anniversary date of employment.

SECTION 15.5 If a holiday for which an employee is entitled to receive holiday pay occurs during an employee's vacation, he/she shall be paid an additional day's pay or receive an extra day off in addition to vacation pay.

SECTION 15.6 Vacations shall be scheduled on a seniority basis and may be taken any time during the year except that no vacations may be taken during the periods May 1 to June 15 and August 15 to September 15.

SECTION 15.7 Insofar as practicable, vacation will be granted to meet the requests of the employees. However, to insure the orderly operation of the Park District, the right to limit the number of employees who will be permitted to be on vacation at any one time, to decide vacation periods and to change scheduled vacations is reserved to the Employer.

ARTICLE XVI

JURY SERVICE/FUNERAL PAY

SECTION 16.1 All employees who are subpoenaed for jury service and actually report shall receive the difference in pay for time lost and the amount received as jury pay, but in no case shall the total pay exceed forty (40) hours pay at the employee's regular straight time hourly rate of pay. The employee shall notify the Superintendent of Parks that the employee has been subpoenaed for jury service on the employee's first (1st) work day following receipt of such subpoena. When an employee is released from jury service for a day or part of a day, he/she shall report for work.

SECTION 16.2 All employees who have completed the probationary period and who are absent because of the death and funeral service of a member of the employee's immediate family-current spouse, child, brother, sister, parent, grandparent, grandchild, son-in-law, daughter-in-law, or parents of employee's current spouse - will receive a maximum of three (3) scheduled work days leave with pay for the number of hours the employee would have normally been scheduled to work on the days off at the employee's regular straight time hourly rate of pay.

ARTICLE XVII

LEAVES OF ABSENCE

SECTION 17.1 All employees, after completion of the probationary period, shall be granted a non-paid leave of absence not exceeding six (6) months for injury or certified illness. Leaves of absence in excess of six (6) months for such reasons may be granted by the Employer in its sole discretion. The Employer reserves the right to require certification of the illness or injury by a doctor of its choice.

SECTION 17.2 All employees after completion of the probationary period may be granted a non-paid personal leave of absence in the Employer's sole discretion, not exceeding thirty (30) days, without loss of seniority.

SECTION 17.3 All requests for leaves of absence must be in writing by the employee to the Park Director, and the Park Director will send a written approval or rejection to the employee.

SECTION 17.4 Any employee who is granted a leave of absence and while on such leave of absence, accepts employment with another Employer, goes into business for himself/herself, or receives unemployment compensation, is subject to discharge.

SECTION 17.5 Employees returning to work from leave of absence due to sickness, accident or pregnancy may be required by the Employer to pass a physical examination by a doctor of the Employer's choice before returning to work. Such physical examination shall be at the expense of the Employer.

SECTION 17.6 Sick Leave

(a) After completion of the probationary period, all employees shall accrue paid sick leave at the rate of one (1) day for every month of employment, except for any month in which one (1) or more sick days are used. Each day of sick leave granted for part-time employees shall be equal to and computed on the number of daily hours the employee is normally scheduled to work.

(b) Unused sick leave may be carried over from year to year, after an employee accumulates 50 days, they can only accumulate one additional day per year

(c) Sick leave shall be used and payable only for scheduled work times lost due to illness or medical disability (including pregnancy), or other authorized medical purposes as specified in this Article. A physician's statement shall not be required before sick leave is approved, but is required in the case of continued illness or after three (3) consecutive work days of absence.

(d) Requests for sick leave shall be made in writing as far in advance as possible under the circumstances. In the case of pregnancy, written request for leave should be made at least three (3) months in advance of the date the leave is expected to begin. In the case of elective surgery, written request for leave should be made at least two (2) weeks in advance.

(e) Sick leave shall not exceed six (6) months.

(f) In case it is necessary for an employee to be absent from work on account of illness, the employee, before the commencement of normal working time, shall notify the person to whom he/she is immediately responsible, or a person designated by the Park Director, of the anticipated length of the absence and date of return. The employee shall again provide such notice if he/she is unable to return to work on the designated date.

SECTION 17.8 Unpaid Leaves for Other Purposes: The Park Director, upon request, may grant unpaid leaves of absence of up to one (1) year.

SECTION 17.9 Maternity Leave: An employee who has completed her probationary period and is or becomes pregnant may continue her employment as long as she can satisfactorily perform the essential functions of her job. After the second trimester of her pregnancy, the employee must provide a letter from her physician approving her continued employment and performance of specific job functions. The letter must be kept current every thirty (30) days.

If the employee desires a maternity leave, she must request it prior to leaving work, if possible. Maternity leave may not exceed six (6) months without written permission from the Park Director. Except for unused paid sick leave days to which the employee may be entitled, maternity leave shall be without pay. Employees returning from maternity leave shall notify the Employer in writing at least five (5) days prior to the start of the work week in which she desires to return, and shall provide a letter from her physician approving her employment and performance of specific job functions.

SECTION 17.10 Upon the expiration of any leave, the Employer shall make all reasonable efforts, within the limits of size of staff and existing assignments of personnel, to restore the employee to a position of similar salary to that which he/she left, but not necessarily the same position or in the same department. If such position is not available at the time the employee seeks to return from such leave, then the employee will be offered the first position involving similar work and salary which becomes available within one (1) year from the termination of such leave, but not necessarily the same position or in the same department.

SECTION 17.11 Notwithstanding any other provision of this Agreement, if any provision of this Article is in conflict with the Federal Family and Medical Leave Act, the provisions of that Act shall supersede the provisions of this Agreement.

ARTICLE XVIII

GENERAL

SECTION 18.1 The Employer shall provide a bulletin board on which the Union may post notices.

SECTION 18.2 Each employee must punch his/her own time card

SECTION 18.3 Any time spent away from the Company premises on the business of the Employer at the request of the Employer shall be compensated by the Employer at the employee's regular rate of pay.

SECTION 18.4 Employees who attend optional conferences and seminars related to his/her proficiency as an employee of the Employer shall be reimbursed for private vehicle mileage, meals and registration expenses actually incurred.

SECTION 18.5 No Subcontracting

The parties jointly recognize the benefits which accrue when the work to be done is assigned to the bargaining unit rather than to an outside vendor, assuming the capabilities and skills of the employees to complete such work, that limitations of time and/or other duties do not conflict, there shall be no, contracting out bargaining unit work the life of the contract.

SECTION 18.6 Uniforms

1. In the first year of employment, full-time employees shall be furnished with five (5) uniforms and part-time employees will be furnished with two (2) uniforms by the district as soon as possible after the hiring process is complete. Every year thereafter, four (4) uniforms will be furnished to each full-time employee and two (2) uniforms will be furnished to each part-time employee by April 1. Additional uniforms will be provided on an as-needed basis as determined by the Director of Operations. Employees shall be responsible for maintaining the cleanliness of their uniforms.

2. All employees must wear the uniforms furnished by the district at all times when staff and are in attendance in the buildings and when there are any functions or activities in the building.

SECTION 18.7 The Employees required to shovel snow or work outside shall be paid a work boot allowance of \$200 per year.

ARTICLE XIX HEALTH

INSURANCE

SECTION 19.1 The Employer shall contribute toward health insurance premiums for all employees regularly employed for twelve (12) months per year and regularly scheduled to work thirty (30) hours per week as follows:

1. After completion of the probationary period, all such employees shall be eligible for individual insurance coverage The Employer shall pay, as its contribution, during the term of this Agreement, to a health insurance carrier on behalf of such employees, the full cost of the premium.

WELFARE FUND

The Employer adopts the provisions of and agrees to comply and be bound by the Trust Agreement of the Local 1 Health Maintenance Fund and all amendments thereto, and hereby irrevocably designates as its representatives the Trustees named as Employer in said Agreements, together with their successors selected in the manner therein provided, and further ratifies and approves all matters heretofore done in connection with the creation and administration of said Trusts and all actions to be taken by such Trustees within the scope of their authority.

2. After completion of probationary period of continuous employment, such employees shall be eligible for Employer contributions to health insurance premiums for employee only coverage. The Employer shall pay, during the term of this Agreement, to a health insurance carrier on behalf of such employees, the full cost of the premium.

3. After completion of one (1) years of continuous employment, such employees shall be eligible for Employer contributions to health insurance premiums for employee plus spouse coverage. The Employer shall pay, during the term of this Agreement, to a health insurance carrier on behalf of such employees, the full cost of the premium.

4. After completion of two (2) years of continuous employment, such employees shall be eligible for Employer contributions to health insurance premiums for family coverage. The Employer shall pay, during the term of this Agreement, to a health insurance carrier on behalf of such employees, the full cost of the premium.

SECTION 19.2 The Employer shall not be required to contribute any amount toward health insurance premiums for employees who are eligible for medicare insurance coverage.

SECTION 19.3 The Employer shall not be required to contribute any amounts toward health insurance premiums for employees or spouses covered under a spouse's health insurance policy.

SECTION 19.4 The Employer shall not be required to contribute any amounts toward health insurance premiums for part-time or for seasonal employees.

ARTICLE XX

SAFETY

SECTION 20.1 It is a joint responsibility of each employee and the Park District to take such steps as are necessary to prevent accidents. All accidents, no matter how minor, must be reported immediately to the employee's supervisor.

SECTION 20.2 One representative of the Union to be picked by the Union shall serve as a full voting member of the Park District Loss Prevention Committee. This committee shall meet at least quarterly and discuss safety issues. Each party shall receive copies of any minutes or reports from such meetings.

ARTICLE XXI

CONFORMITY TO LAW

SECTION 21.1 Nothing contained in this Agreement is intended to violate any Federal or State Law, rule or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will, within thirty (30) days, begin negotiations to replace such voided part with valid provisions. The remaining provisions shall continue in full force and effect.

ARTICLE XXII COMPLETE

AGREEMENT

SECTION 22.1 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, that each party did make certain proposals to and demands upon the other, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each party hereto agrees that it has withdrawn all proposals and demands made to or upon the other in connection with said negotiations that are not incorporated in or covered by the within Agreement in whole or in part; and that such withdrawal is as much of a consideration for the written Agreement as is the incorporation herein of matters agreed upon. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily waives the recited right, and each agrees that the other shall not be obliged to bargain collectively with respect to any change in any subjects or matters referred to or covered in this Agreement or with respect to any subject matter not specifically referred to, or covered in this Agreement, or with other subjects or matters of any kind or nature whatsoever, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

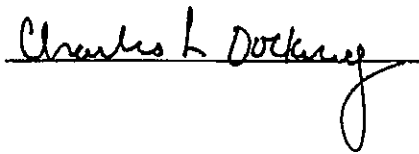
ARTICLE XXIII

DURATION

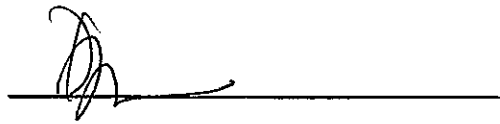
SECTION 23.1 This Agreement expresses the complete understanding of the parties hereto on the subjects of wages, hours of work, other conditions of employment, and all bargaining subjects. However, this Agreement may, by mutual agreement, be amended or modified from time to time in writing, and such amendments or modifications shall become part of this Agreement when attached to this Agreement and signed by the respective parties.

SECTION 23.2 This Agreement shall be in full force and effect as of 12:01 a.m., September 19, 2019 and shall remain in effect until 11:59 pm. of August 30, 2023, and shall continue thereafter in full force and effect from year to year unless written notice of desire to terminate, amend or modify this Agreement is given by either party to the other in writing by registered or certified mail on or before sixty (60) days prior to the aforesaid termination date.

**CALUMET MEMORIAL
PARK DISTRICT**

A handwritten signature in cursive script, appearing to read "Charles L. Dockney", written over a horizontal line.

**SERVICE EMPLOYEES
INTERNATIONAL UNION 73**

A handwritten signature in cursive script, written over a horizontal line.

Appendix A – Salary Schedule

Full-Time Union Maintenance Employees 2019-2023

All increases are September 1 of each year of the contract - \$1.00 per hour per year.

Part-Time Union Maintenance Employees

(Starting Salary - \$10.50 per hour)

All increases are September 1 of each year of the contract -\$.65 per hour per year.

- Union Employees will receive an additional \$1 on their 10-year anniversary.
- Union Employees will receive an additional \$1 on their 15-year anniversary.
- Union Employees will receive an additional \$1 on their 20-year anniversary.

