

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HAZEL CREST PARK DISTRICT

AND

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 73 (CTW, CLC)**

Effective May 1, 2022

Through April 30, 2025

THIS AGREEMENT is entered into by and between the Hazel Crest Park District, (hereinafter referred to as "the District") and Service Employees International Union Local 73, CTW, CLC (hereinafter referred to as "the Union").

WITNESSETH

WHEREAS, it is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the District and the Union, to promote efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiations, interpretations and application of this Agreement; and

WHEREAS, the District voluntarily adopts collective bargaining as a fair, orderly and reasonable way of conducting its relationships with employees and the Union, and acknowledges that such practices and procedures are consistent with the functions and obligations of the District, which retains the right to operate effectively, responsibly and efficiently in accord with this Agreement.

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

PREAMBLE

Both parties agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The parties agree to act at all times in such manner as to assure proper dignity and respect to bargaining unit employees, other employees of the District and management staff of the District.

ARTICLE I. RECOGNITION CLAUSE

1.1 Scope of Bargaining Unit

The District recognizes the Union as the sole and exclusive collective bargaining representative for all regular, full-time, permanent part-time, and seasonal parks and recreational employees of the Hazel Crest Park District in the classifications of accounting coordinator, maintenance worker, Superintendent of Parks and Buildings maintenance foreman, weekend custodian, seasonal maintenance, custodian, Customer Service Supervisor front desk staff, board secretary, administrative assistant, rental supervisor, pre-school instructor, recreation supervisor, recreation staff, Athletic Supervisor but excluding all other employees of the Hazel Crest Park District, and all short-term, supervisory, managerial, and confidential employees as defined by the Illinois Public Employees Labor Relations Act.

1.2 Probationary Employees

Newly hired employees shall be considered probationary employees until they have completed a 90-day period of continuous employment.

ARTICLE II. UNION SECURITY

2.1 Dues Deduction

The District shall deduct, from the wages of any and all employees who so authorize such deductions in writing on a form to be agreed upon, the initiation fees and/or regular monthly dues and/or financial obligations required under this Article. The deduction shall begin with the first pay period that commences after the authorization form is received. The Union shall notify the District by certified mail of the amount of the initiation fees and dues and/or financial obligations to be deducted. Authorizations for such deduction shall be irrevocable except by written notice to District and the Union during the fifteen (15) day period prior to the anniversary date of this Agreement. The District will not similarly deduct dues of another labor organization from the wages of employees covered by this Agreement.

2.2 Indemnification

The Union shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the District for the purpose of complying with its obligations set forth in Sections 2.1 and 2.2 above.

2.3 COPE

The District agrees to deduct and transmit to SEIU COPE such sums from the wages of employees who voluntarily authorize such deduction on the forms provided for that purpose by the Union. The transmittal shall be accomplished by a list of the names of the employees from whom such deduction has been made and the amount deducted from each employee. The rate of deduction may be adjusted once each calendar year. However, an employee may request termination of the deduction in its entirety, in writing, at any time during the year. It is understood that such withholdings will be transmitted at the same time as the employees' dues withholdings.

2.4 Labor Management Meetings

The Executive Director or his designee(s) shall meet with any employee committee not less than once per calendar quarter to discuss matters affecting labor-management relations. Upon mutual agreement, such meetings may be held on a more frequent basis.

2.5 Access to Bulletin Boards

The District shall permit the Union to post announcements and other communications on a bulletin board provided by the District for the general use and benefits of its employees.

2.6 Union Access

Union representatives shall be granted reasonable access to employee work locations, upon the consent of the supervisor, for the purpose of contacting employees concerning business within the scope of representation. Consent of the supervisor must be sought at least 48 hours in

advance and the union representative shall specify the person(s) with whom they seek to meet. Union representatives shall discuss said business with employees during the employees' non-working hours, namely during lunch or before and after the work day. Such access shall be granted only if it does not interfere with work operations.

2.7 Stewards/Officials:

The Union will designate stewards from within the bargaining unit. The Union shall provide the Executive Director with the names and positions of the employees designated as the Union Stewards and the name and position of any employee designated as a Union Official.

A steward may represent a member of the unit covered by this Agreement at the appropriate step of the grievance procedure concerning a dispute of the rights of a member under the terms of this Agreement.

The District agrees that the Union Steward will be notified of all new hires within five (5) working days of hire.

The District shall provide, upon request by the Union but no more often than bi-annually, a bargaining unit seniority list including updated contact information (e-mail, phone number, hire date, and salary).

ARTICLE III. MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the District retains all traditional rights to manage and direct the affairs of the District in all of its various aspects and to manage and direct its employees, to make and implement decisions with respect to the operation and management of its operations in all respects, including all rights and authority possessed or exercised by the District prior to the District's recognition of the Union as the bargaining agent for the employees covered by this Agreement. These rights and authority include, but are not limited to, the following:

To plan, direct, control, schedule and determine all the operations and services of the District; to determine the District's mission, objectives, policies and budget and to determine and set all standards of service offered to the public; to supervise and direct employees and their activities as related to the conduct of District affairs; to establish the qualifications and conditions for employment and to employ employees; to schedule and assign work; to hire, assign, promote, or transfer employees; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to lay off or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to contract out for goods and services; to make, alter and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to contract out for goods and services; to determine whether services are to be provided by employees covered by this Agreement or by other employees not covered by this Agreement; and to take any and all actions as may be necessary to carry out the mission of the District.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE IV. EMPLOYEE DISCIPLINE

The District recognizes the principles of timely, progressive and corrective discipline, where applicable. Nothing, however, shall foreclose the District from seeking discipline commensurate with the offense, including termination on the first offense. The District also acknowledges that nonprobationary employees may only be disciplined for cause. Prior to the disciplining of employees, the District will notify the employee of the issue giving rise to a possible disciplinary action. The District will provide the employee with the opportunity to present his/her side of the issue before imposing any discipline. For the purpose of progressive discipline, the District will not rely upon disciplinary action that was issued against the employee more than eighteen (18) months prior to the action(s) or event(s) resulting in the current disciplinary action.

ARTICLE V. NO STRIKE/NO LOCKOUT

5.1 No Strike

The Union agrees that there will be no picketing, strikes, work stoppages or slowdowns during the term of this Agreement. Neither the Union nor any employee will call, institute, authorize, participate in, sanction, encourage or ratify any picketing strike, work stoppage or other concerted refusal to perform duties by an employee or a group of employees. No employee shall refuse to cross any picket line, regardless of who established such picket line, unless the employee can prove that crossing such picket line would pose an imminent and immediate physical danger to his person.

5.2 Union Liability

Insofar as it is reasonably possible, the Union agrees to notify all employees covered by this Agreement of their obligations and responsibilities for maintaining compliance with the Agreement, including their responsibility to remain at work during any interruption which may be caused or initiated by others. In the event of a strike, picketing or other stoppage in violation of Section 5.1, above, the Union (by its President or designee) shall, as promptly as possible and in no event more than forty-eight (48) hours after notification thereof, publicly disavow such strike, picketing or work stoppage and direct the employees to return to work and shall use its best efforts to encourage a prompt resumption of normal operations. Such directive shall be made in writing and, to the extent possible, distributed to all employees, with a copy of such written directive supplied to the District. If the Union fails to comply with the above conditions, the Union shall be liable for all damages, direct or indirect, arising from the strike, picketing, work stoppage, slowdown or other withholding of services in which the members of the bargaining unit participated.

5.3 Exceptions

Regardless of the provisions of Section 5.1 of this Article, the Union shall have the right to picket, strike, or use other lawful economic means against the District due to the failure or refusal of the District to arbitrate as provided under this Agreement.

5.4 Discipline of Strikers

Any and all employees covered by this Agreement who participate in picketing or a work stoppage in violation of this Article shall be subject to immediate discharge. Any action taken by the District against picketing or striking employees, provided such action is uniform, shall not be construed as a violation of Article IV of this Agreement and shall not be subject to the Grievance Procedure, except as to the issue of whether an individual participated in such picketing or work stoppage.

5.5 No Lockout

The District agrees that there will be no lockouts during the term of this Agreement.

ARTICLE VI. GRIEVANCE PROCEDURE

6.1 Definition of Grievance

A grievance is defined as a dispute or difference of opinion raised by an employee, a group of employees, the Union or the District involving the meaning, interpretation or application of the provisions of this Agreement. The District's hiring decisions, including whether to rehire seasonal employees who had previously worked for the District, shall not be subject to challenge via the provisions of this Article. Furthermore, any disciplinary or discharge decisions pertaining to probationary employees shall not be subject to challenge via the provisions of this Article.

6.2 Procedure

A grievance may be initiated by the aggrieved employee(s), the Union or the District. It is understood, however, that the parties should attempt to satisfy concerns on an informal basis before invoking the procedure. In the event an informal resolution proves to be unsatisfactory, a grievance shall be filed and processed in the following manner:

A. Step One:

The grievant and/or Union Steward will submit a Grievance Summary and Disposition Form (which cites specific articles of the contract that allegedly have been violated) and meet with the immediate supervisor within ten (10) working days following the events or circumstances giving rise to the grievance or when first known by the grievant or the Union.

B. Step Two:

If the grievance is not settled in Step One, and the Grievant and/or Union Steward wishes to appeal the grievance to Step Two, the grievance shall be reduced to writing on the Grievance Summary and Disposition Form and shall be submitted to the Director of Parks and Recreation, within ten (10) working days of the decision given in Step One. The appropriate Superintendent shall investigate all pertinent documents and information and, within ten (10) working days of Step Two submission, shall meet with the Grievant, the Steward(s) and Union Representative and render a written answer to all designated parties within five (5) working days after such meeting.

6.3 Arbitration

If the grievance is not resolved at Step Two of the procedure, either party shall request from the Federal Mediation and Conciliation Service, pursuant to its rules, a list of seven (7) qualified Arbitrators who are members of the National Academy of Arbitrators within twenty (20) working days after receipt of the Step Two response.

Within thirty (30) working day after receipt of the list, the parties shall select as Arbitrator one of the persons on the list, or have the option to request another list from the FMCS. If the parties cannot agree on an Arbitrator, both the District and Union shall each alternately strike from the most recent list submitted by FMCS. The order or striking shall be determined by a coin toss. The last remaining person shall be the Arbitrator.

6.4 Authority of the Arbitrator

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide the question presented to determine whether there has been violation, misinterpretation, or misapplication of the specific provision of this Agreement. The Arbitrator shall be empowered to determine only the issue raised by the grievance as submitted in writing at the Second Step. The Arbitrator's decision on any issue not so submitted or raised shall not be considered. The Arbitrator's decision on any issue shall be without power to make any ruling contrary to or inconsistent with, in any way, the Agreement. The decision of the Arbitrator shall be final and binding upon the District, the Union and the employee(s) involved, provided the decision is not inconsistent with the terms and provisions of this Agreement.

6.5 Fees and Expenses of the Arbitrator

The expenses and fees of the arbitrator shall be borne equally by the parties. All other expenses shall be paid by the party incurring them.

6.6 Processing and Time Limits

The resolution of a grievance satisfactory to the Union at any step shall be deemed a final settlement and any grievance not initiated or taken to the next step within the time limit specified herein will be considered settled on the basis of the last answer by management. The time limits specified in this Article may be extended or waived by mutual written agreement. The District's failure to answer a grievance within the time limits specified constitutes a denial.

6.7 Investigation of Grievances

Grievance meetings shall be scheduled at reasonable times and in a manner which does not unreasonably interfere with the District's operation. Reasonable work time shall be allowed stewards and grievants to process grievances. There will be two (2) stewards, with an alternate. Upon the signing of this Agreement, the Union will present the District with a list of the two stewards and one alternate, and will advise the District of any change in the composition of the steward list during the term of the Agreement.

6.8 Informal Procedure

A grievance may be initiated by the aggrieved employee(s), the Union or the District. It is understood, however, that the parties shall attempt to satisfy concerns on an informal basis before invoking the procedure. In the event an informal resolution proves to be unsatisfactory, a grievance shall be filed and processed in the manner described above.

ARTICLE VII. SALARIES

Employees shall receive a 3% increase in their hourly rate or salary for the first year of this Agreement, retroactive to May 1, 2022. Employees shall receive a 3% increase in their hourly rate or salary for the second year of this Agreement, effective May 1, 2023, and a 3% wage increase for the third year of this Agreement, effective May 1, 2024.

ARTICLE VIII. HOLIDAYS

8.1 Paid Holidays

A. The Park District observes the following holidays:

New Year's Day	Thanksgiving
M.L. King's Birthday	Thanksgiving Friday
Memorial Day	Christmas Eve (1/2 day)
Independence Day	Christmas Day
Labor Day	New Years Eve (1/2 day)
Juneteenth	

B. In addition, regular, full-time employees are entitled to three (3) "floating" holidays during each fiscal year. These days cannot be carried over into the next year. The employee must get prior approval from his or her supervisor or department head regarding when he or she can take these days.

C. Christmas Eve and New Year's Eve may be combined together to form a single full holiday rather than two half-day holidays as designated by the Director in his or her sole discretion.

D. If an employee is on an approved vacation leave during which a holiday falls, the holiday will not count as a day of used vacation leave. For example, if you take as vacation

leave Monday through Friday and a holiday falls on that particular Friday, an employee will be considered to have used only four (4) days of vacation.

E. When specified by the federal government, the holidays set forth in paragraph A above shall be observed on the federal day of observance.

8.2 Non-work Day Holiday

Holidays set forth in this Article which are not specified by federal designation and which fall on non-work days shall be observed as follows:

- A. When a holiday falls on Saturday, the previous Friday will be observed as a holiday.
- B. When a holiday falls on Sunday, the following Monday will be observed as a holiday.

8.3 Payment for Holidays

Full-time, regular employees shall be paid for holidays only if they are in pay status on the last scheduled workday before and the first scheduled workday after the holiday.

8.4 Work on Holidays

If an employee works on one of the holidays set forth in 8.1A. above, he/she will be paid at the rate of two (2) times his/her regular rate of pay for hours worked in lieu of holiday pay.

8.5 Emergency Closings

In the event that the Executive Director closes the Hazel Crest Park District due to inclement weather or HVAC or electrical failure all full-time employees who were scheduled to work on the day(s) of the closure will be paid their regular rate of pay for the day(s) of the closure.

ARTICLE IX. LEAVE OF ABSENCE

9.1 Unpaid Personal Leave

Full-time employees may be granted a personal leave of absence for a period not to exceed one-hundred and twenty (120) consecutive calendar days within any rolling twenty-four (24) month period. This is an unpaid leave except an employee may elect to use accrued benefit time during the leave, such as sick time or vacation time. Normally, a personal leave of absence will not be granted during the first (1st) year of employment.

A. Request for Leave

All requests for personal leaves should be made in writing and must be approved by the employee's supervisor and the Director. The following considerations will be taken into account when determining whether or not to grant the leave: purpose for which

the leave is requested; length of time the employee plans to be away; the employee's job performance and attendance and punctuality record, the effect the employee's absence will have on the work in the department (i.e., the staffing requirements in the employee's facility or department); the employee's position and length of service; the expectation that the employee will return to work when the leave expires; and, any other factors deemed relevant by the Park District in its sole discretion. Each request will be reviewed on a case-by-case basis.

The employee must provide a written application for a personal leave of absence to his/her immediate supervisor at least one (1) month in advance of the date he/she would like the leave to begin. The application must specify the reasons for the leave and the length of time the employee intends to be away.

B. Extension of Leave

Additional leave time may be granted, provided that it does not extend the total leave beyond one (1) year. Requests for additional leave time must be made in writing at least two (2) weeks prior to the expiration of the initial leave period, and must specify the reason(s) for the request and the amount of additional time sought. This request must be approved by the Director.

C. Employee Benefits during Personal Leave

While an employee is on an approved personal leave, the employee will be eligible to continue the group health insurance coverage in existence for him/her at the start of the leave under the Park District's group plan for the duration of the leave up to twelve (12) weeks provided the employee continues to pay his/her portion of the premium contribution. For any leaves extending beyond twelve (12) weeks, the employee may continue under the District's group plan for the duration of the leave provided that the employees pay 100% of the premium contribution. Other employment benefits, if any, such as vacation or sick leave shall not accrue during a personal leave of absence. However, the employee will not forfeit any benefits that accrued prior to the start of the leave.

D. Certification

In the case of an employee's own illness or injury, a physician's statement certifying the employee's ability to perform the essential functions of his/her job is required by the Park District before an employee may be permitted to return to work.

E. Return from Personal Leave

Although the Park District will attempt to reinstate the employee at the conclusion of the personal leave period to the same or similar position to the one vacated, conditions may arise which necessitate the filling of the vacated position. Accordingly, reinstatement after a personal leave of absence is not guaranteed by the Park District.

Any employee who fails to return to an available position on the first scheduled working day after the leave of absence has expired will be considered to have resigned from the Park District.

9.2 Funeral Pay

A. Generally

In the event of death of a family member, the full time regular employee shall be entitled to three (3) consecutive work days off with pay at his regular rate of pay. "Family member" as used in this Section 9.2 shall include the employee's spouse, and/or the child, parent, sibling, grandparent or grandchild of either the employee or his spouse. An employee may also utilize funeral leave under this Section 9.2 in the event of the death of any other individual who is a member of the employee's household. Funeral leave will be prorated for part-time employees.

B. Furnishing Satisfactory Proof

Satisfactory proof of the requirements for such leave and pay, including proof of attendance at the funeral, shall be furnished to the District, upon request.

9.3 Paid Sick Leave

A. Amount

Sick Leave shall be earned by regular full-time and regular part-time, employees at the rate of one (1) work day for each calendar month of paid employment, or a maximum of twelve (12) days per year.

B. Accrual

1. All full-time and regular part-time, employees shall accrue sick leave on the first day of the pay period after thirty (30) days of employment.
2. Earned sick leave may be accumulated without limitation.

C. Use

Sick leave may be used under the following circumstances:

1. Illness or non-job related injury of the employee;
2. Job related injury, provided that the amount of sick leave paid to the employee will be equal to the difference between their salary and the amount of temporary total disability pay, if any. The reduction of sick leave shall commence with the first day on which the employee receives temporary total disability pay; provided, however, that in no event shall the payment to the employee of other compensation under the Illinois

Worker's Compensation Act be chargeable against the employee's accumulated sick leave benefits;

3. Medical, dental, or optical appointments with prior approval of management personnel.
4. An employee's being quarantined for having been exposed to a contagious disease so that his presence would jeopardize the health of others;
5. Cases of serious illness in the employee's immediate family (parent, sibling whose permanent residence is with the employee, spouse or child) which requires his presence.

The minimum amount of sick leave time which can be used is one hour and thereafter in multiples of whole hours. Except that employees shall be entitled to use sick leave in half-hour increments but only for scheduled medical appointments or when the employee must leave work early due to illness. However, part-time employees hired after December 1, 2012 are not eligible for the sick leave benefits provided for in this subsection. Any accrual of sick leave pursuant to this provision which was not provided for by the language herein, including but not limited to any accrual given to seasonal employees, shall be void as of April 30, 2012.

D. Proof of Illness

A supervisor may require an employee to provide a doctor's statement verifying any illness of three (3) or more consecutive work days or whenever abuse of sick leave is indicated by continuous, or a series of, absences or other circumstances. Where the employee has been absent due to an injury, operation, or for other extensive medical care, the employee must bring a statement from a doctor verifying that he is able to return to work. The District may require an employee to be examined by a doctor of its choice when a question arises about an employee's ability to return to work.

9.4 Paid Military Training or Duty Leave

A full-time, regular employee with at least one year of service with the District who is a member of the National Guard or Reserve Corps of the United States shall be entitled to paid leave, not to exceed ten (10) working days, while engaged in active duty to his military unit. Such employee's pay shall be equal to the employee's regular salary less the amount of military pay actually received during such leave. An employee requesting this leave must submit with his request a copy of his orders which require his participation, and upon completion of training or duty, must submit a statement signed by his Commanding Officer or other suitable Officer verifying his attendance for the period involved. Payment will be prorated for part-time employees.

9.5 Unpaid Military Service Leave

An employee who enters the Armed Forces of the United States shall be granted a leave of absence from the District for the period they are in service and ninety days following discharge, or hospitalization continuing after discharge for a period of not more than one year. The employee shall be entitled to be reinstated to his or her former position or to a position of like status and pay under the conditions set forth herein:

- A. The employee must present, prior to departure, both evidence of his or her call to service and affirmation of his or her intention to return to employment upon separation from service;
- B. The employee must be willing to report for work within ninety (90) days after discharge, or ninety (90) days after hospitalization continuing beyond the date of discharge, provided that the hospitalization is for a period of not more than one year after discharge;
- C. The employee must be physically and mentally fit for employment at the time he notifies the District of his desire to return to work. If, by reason of disability, the employee is not fit for a position of like status and pay, but is qualified, such other position shall be offered if a vacancy exists. If such other position does not exist, the employee's name shall be placed on a preferential re-employment register for such position until he is re-employed.
- D. In the event of a reduction-in-force, the employee on military leave will be accorded his right to bumping and recall as set forth in the Agreement, with the time spent in military service being treated as employment service time for purposes of calculating seniority.
- E. If the employee receives a discharge other than honorable, his re-employment shall be at the discretion of the Board of Commissioners.

9.6 Jury Duty and Court Appearance Leave

A. Jury Duty

1. Eligibility

All employees selected for jury duty will be granted time off for the duration of their jury service. Full-time employees on jury duty will receive pay in an amount equal to the difference between their full pay based on their regular base pay (if exempt) or the number of hours for which the employee was scheduled to work on those days and his/her jury duty pay, up to a maximum of ten (10) working days. In order to receive pay from the District, employees eligible for pay must submit a copy of the check received for jury duty to the Office Manager before the District will pay the difference. All part-time and seasonal employees will receive jury duty leave without pay from the District.

2. Notice

All employees must provide written notice, supported with appropriate documentation of jury duty (e.g., the jury duty summons), to their immediate supervisor as promptly as possible, before reporting for jury duty. During jury duty, and as promptly as possible, employees must inform their immediate supervisor as to the expected duration of the jury duty. Employees called for jury duty longer than ten (10) days must seek prior approval from their supervisor. Following jury duty, all employees must provide the Park District with appropriate documentation evidencing the length of their jury duty.

B. Court Appearances

Except as otherwise provided in this paragraph, all employees served with a subpoena to appear as a witness will be granted time off without pay for the duration of their service as a witness. Employees that are served with a subpoena to, or are otherwise requested to, testify on behalf of the Park District for matters arising out of the course of their employment with the Park District will receive pay in an amount equal to the difference between their full pay based on their regular base pay (if exempt) or the number of hours for which the employee was scheduled to work on those days and any pay the employee may receive for appearing as a witness.

9.7 Voting Time

Employees are permitted to take a reasonable amount of time not to exceed two (2) hours to vote without deduction in salary. To conduct District business with the least disruption on election and primary days, employees eligible for and desiring to vote may be required to vote before reporting to work. Permission for leave to vote in the afternoon may only be granted upon prior request to the employee's supervisor.

ARTICLE X. HOURS OF WORK AND OVERTIME

10.1 The Work Week

The work week shall be defined as the period from 12:01 a.m. Saturday to 12:00 midnight the following Friday.

10.2 The Work Day

The workday shall be the consecutive 24-hour period coinciding with the calendar day; provided, however, when an employee's shift extends over into the next calendar day, all hours work on that shift shall be deemed to have been worked on the calendar day on which such shift began.

10.3 Hours of Work

Hours of work are established by the immediate supervisor or department head based on the needs of the Park District. The number of working hours that will be scheduled is subject to the financial and staffing requirements of the Park District and employees are not guaranteed any specific number of hours per day or week. At the Park District's discretion, the Park District may

change the work schedules. If the District has the option to choose between equally qualified employees when making the type of schedule change referred to in the prior sentence, it will change the schedule of the more junior employee, unless any such qualified senior employee agrees to such a schedule change. However, the District shall not reduce the hours of any employee who is a regular, full-time employee on the effective date of this Agreement without first notifying the Union and discussing with the Union the impact of the schedule change on the employee. Further, the District shall not change a regular full-time employee's work schedule for the sole purpose of denying the employee benefits he/she is entitled to receive due to his/her status as a full-time employee. Understanding the difficulty unplanned schedule changes may cause an employee, in the event an employee's schedule is changed, the Park District agrees to provide as much advance notice as reasonably possible of such change and in no event, less than five (5) days notice.

10.4 Rates of Overtime Pay

Employees covered by this Agreement will be paid at a rate of one and one-half (1 ½) times their regular hourly rate for all time worked over forty (40) hours actually worked in a work week as defined in Section 10.1 above. For the purpose of calculating overtime pay only, paid time off awarded to full-time employees for holidays, jury duty, or bereavement leave will be considered hours worked. In all circumstances, however, employees must have the approval of their supervisor prior to working any overtime hours. Working overtime without such approval will be subject to cause for disciplinary action.

10.5 Premium Payments

Double time will be paid for work performed on Sunday except in cases where an employee is regularly scheduled to work on Sundays.

10.6 No Pyramiding

The payment of overtime for any hour excludes that hour from consideration for overtime payments on any other basis.

10.7 Overtime Distribution

The Park District agrees to make reasonable efforts to evenly distribute overtime opportunities among those employees that have the requisite qualifications, skills, and ability to perform the required work.

ARTICLE XI. REDUCTION-IN-FORCE AND RECALL

11.1 Reduction-In-Force

In the event the District decides to reduce its work force, the District will select the position or positions to be abolished. All incumbents in the classification in which the eliminated position belongs will be evaluated based on skill, ability, knowledge, and performance (including disciplinary and attendance records). Based on these factors, the District will retain the employee or those employees within the classification that it deems most qualified

to fill the remaining position(s). In the event the skill, ability, knowledge, and performance of the employees in the affected classification are equal, the District will retain the most senior employee(s) for the remaining position(s).

11.2 Recall

In the event the District decides to restore a position previously abolished, employees laid off from the position that have retained their recall rights will be recalled into that position in inverse order of layoff.

Employees with one or more years of seniority will retain their right to recall for one year. Employees with less than one year seniority who have successfully completed their probationary period shall be entitled to recall for the number of months equal to their length of service.

ARTICLE XII. PROMOTION

12.1 Promotions

Qualified employees will be given an equal opportunity to advance into higher graded bargaining unit positions. To this end the District will post all bargaining unit vacancies for a period of five (5) working days at the Community Center. Employees may bid on any posted position by delivering a written application for a posted position to the individual listed on the posting prior to the end of the posting period.

The District shall select the candidate it determines is most qualified for the position. In making its determination, the District will rely on skill, ability, knowledge, and performance (including disciplinary and attendance records) of the respective applicants at the time they bid on the position. In the event the District determines that two or more current bargaining unit members bidding on the position are equally qualified, it will select the most senior of those employees for the position. Nothing in this provision obligates the District to fill a bargaining unit vacancy with a current bargaining unit member if it determines that no bargaining unit member bidding on the position is qualified or that a better qualified candidate may be found outside the current bargaining unit.

An employee selected for promotion must satisfactorily complete a thirty (30) calendar day probationary period to remain in the position. The District will train the employee on the job duties of the promotional position during this thirty (30) day period. Failure to satisfactorily complete this period will result in the employee returning to his/her original position or a similar position if his/her original position is not available. In the event that neither his/her original position or a similar position is available, the employee will be placed on the recall list as established in 11.2.

If an employee is promoted he/she will not be eligible for any additional promotion for a period of twelve (12) months following the promotion. The District will notify the Union of any promotions made under this provision.

12.2 Job Descriptions

Job descriptions shall be brought up to date for all bargaining unit classifications and copies shall be forwarded to the Union and chief steward. Each employee shall receive a copy of his own job description.

12.3 Evaluations

Non-probationary employees will be evaluated once per year by their immediate supervisor and other supervisors, if necessary, provided the other supervisor has supervisory responsibility over the employee during the year. Input on an evaluation form supervisors other than the immediate supervisor shall be so identified. The immediate supervisor will meet with employees, upon request, to discuss the employee's performance, progress, or lack of progress and developmental needs. Upon request, the evaluation will be substantiated with specific and relevant examples of an employee's performance. Performance shall be measured and evaluated throughout the period under consideration. The employee will be allowed time to make comments on the evaluation form.

ARTICLE XIII. SENIORITY

13.1 Definition

Seniority is defined as the time spent in pay status with the District. An employee will accumulate no seniority during the probationary period; following satisfactory completion of the probationary period, seniority will be credited retroactively to the first day of employment. An employee will not accumulate seniority during periods when he is on unpaid leave or otherwise not in pay status.

13.2 Loss of Seniority Rights

Service of an employee shall be broken, seniority rights (if any) lost and the employment relationship terminated by:

- A. Quit, discharge or retirement;
- B. Layoff in excess of one (1) year or, for employees with less than one year of service, the number of months the employee was employed, provided the initial probationary period has been completed;
- C. Failure to return to work upon expiration of leaves of absences;
 1. In cases of voluntary leave, no more than six (6) months;
 2. In cases of disability or non-work related injury leave, no more than twelve (12) months; or
 3. In cases of work-related injury leave, no more than three (3) years).

- D. Absence for three (3) consecutive days without reporting, unless the employee can demonstrate good cause for the failure to notify the District;
- E. Failure to report back to work within five (5) days after notice of recall.

ARTICLE XIV. ANNUAL LEAVE – VACATIONS

14.1 Eligibility

Full-time employees earn paid vacation leave beginning after six (6) months of continuous employment. The basis for administering the vacation policy is the employee's anniversary year. The number of eligible vacation days is determined by an employee's total years of service while employed by the Park District on a continuous full-time basis. A vacation day is based on the employee's regular work schedule.

14.2 Accrual

Vacation is earned on a monthly basis. Starting at the completion of one (1) year of continuous employment through the completion of eight (8) years of employment with the Park District, a full-time employee will accrue vacation days at the rate of 0.833 days per month. This is equivalent to ten (10) vacation days per twelve (12) months. Beginning in an employee's ninth (9th) year of employment, the employee will accrue vacation days at the rate of 1.25 days per month. This is equivalent to fifteen (15) vacation days in a twelve (12)-month period. The employee earns vacation days at this rate through the completion of his or her fifteenth (15th) year of employment. At the start of the employee's sixteenth (16th) year of employment, the employee will earn twenty (20) vacation days per year, accruing at the rate of 1.67 vacation days per month.

Vacation Time is allocated based on completed months and years of service at the following rates:

<u>Completed Years of Service</u>	<u>Vacation Days</u>	<u>Accrual Rate (per month)</u>
One (1) year	Ten (10)	0.833
Eight (8) years	Fifteen (15)	1.25
Fifteen (15) years or more	Twenty (20)	1.67

After the completion of one year of service, an employee may take vacation days as they are earned.

14.3 Vacation as Sick Leave or Other Leave

Eligible vacation days may be used in lieu of paid sick leave when and if all available sick leave has been exhausted. At the discretion of the Park District, vacation days may be required to be used for other types of leave, providing that the benefits associated with those leaves are exhausted.

14.4 Scheduling Vacation

Vacation time may be taken in half or full day increments. No more than two (2) weeks of vacation may be taken at one time unless with permission of the Director. Vacation leave must be approved in advance by your immediate supervisor. An employee's written vacation request should be made at least fourteen (14) days prior to the planned leave. The employee's immediate supervisor will make every effort to comply with his/her request for vacation time. In all cases, the employee's immediate supervisor will schedule his/her vacation leave when the Park District can best afford to be without his/her services. The employee's immediate supervisor will approve or disapprove the dates requested depending on the workload during the particular time requested. When two or more employees in the same department request the same days off (and it is not possible for both to be absent at the same time) the department head will decide based on factors such as seniority, timeliness of vacation request, personal situations, and emergencies. The employee's immediate supervisor may require him/her to reschedule his/her vacation if it is determined that the employee's presence is necessary for the efficient or safe operation of the Park District.

14.5 Payday during Vacation

When a payday occurs during an approved vacation leave, the employee may request his/her paycheck in advance of his/her vacation leave. The employee's request must be in writing, approved by the employee's immediate supervisor and received by the Director at least one (1) week prior to the date the check is needed. Advance pay will not be issued for any payday following the employee's vacation period.

14.6 Vacation Accumulation

An employee cannot carry over vacation days beyond the year of accrual.

14.7 Vacation Pay upon Termination

If the employee's employment is terminated for any reason, he/she will receive pay for any earned but unused vacation days. Payment for accrued but unused vacation leave at the time the employee's employment with the Park District is terminated is based upon his/her regular hourly rate of pay or rate of salary at the time of termination.

14.8 Reporting Vacation to Payroll

Vacation leave is to be recorded on the Payroll Time Sheet by the employee's immediate supervisor.

If an employee fails to return to work following the end of an approved vacation leave, the Park District may consider the employee to have voluntarily resigned his/her position with the Park District effective immediately.

ARTICLE XV. HEALTH INSURANCE

15.1 Health Insurance

During the term of this Agreement, the District will continue to maintain its existing Health Insurance Plan or a similar plan. For the duration of this Agreement, employees will pay 17% of the premium.

15.2 Dental/Optical Insurance

The District will continue to maintain its existing Dental Insurance Plan or a similar plan and will continue to pay the same percentage of the employee's premium that it currently pays for all full-time employees covered by this Agreement.

15.3 Retirement Plan

During the term of this Agreement, the District will continue to maintain its existing Employee Retirement Plan through IMRF or a similar plan and will pay all contributions into the Plan on behalf of all employees who are covered by this Agreement who meet IMRF eligibility requirements.

15.4 Life Insurance

During the term of this Agreement, the District will continue to maintain its existing Life Insurance Plan or a similar plan and will continue to pay all premiums on behalf of employees covered by the Agreement that are eligible to participate in the plan.

ARTICLE XVI. LONG TERM DISABILITY BENEFITS

During the term of this Agreement, the District shall continue to maintain, and shall pay the premium for, its existing disability insurance program or a program which provides similar benefits, for the full-time employees covered by this Agreement who are disabled from working for periods exceeding one hundred eighty (180) calendar days and who are eligible for benefits under the plan.

ARTICLE XVII. MILEAGE REIMBURSEMENT

Mileage reimbursement of employees covered by this Agreement will be at the current allowable IRS rate and as said IRS rate may be revised during the term of this Agreement. Employees shall be reimbursed for all miles traveled in their personnel vehicles while of District business between or within developments or other District locations, excluding miles between the employee's home and first stop of the day, and the miles from the employee's last stop of the day to home or other location. Reimbursement will be administered in accordance with the District's policy.

ARTICLE XVIII. REST PERIODS

18.1 Frequency and Duration of Relief Periods

Employees covered by this Agreement that are scheduled to work more than five (5) hours per day shall be allowed two (2) fifteen (15) minute paid relief periods per day. There will be one morning relief period and one in the afternoon. Employees covered by this Agreement who are scheduled five (5) hours or less per day shall be allowed one (1) fifteen (15) minute paid relief period per day. Actual break times for all breaks will be determined each day by the District based on the staffing needs of the District.

18.2 Designation of Relief Period

Subject to the limitations set forth in paragraph 19.1 above, the District reserves the right to designate when each employee may take a break during the regular work day.

ARTICLE XIX. NON-DISCRIMINATION

Neither the District nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, sexual orientation, handicap, disability, religion, marital status, military or veterans status or union affiliation.

Whenever a male or female pronoun or adjective is used, it refers to persons of either sex.

ARTICLE XX. SECONDARY EMPLOYMENT

An employee may have secondary employment, provided, however, that such secondary employment does not interfere with the performance of the employee's duties with the District and does not present a conflict of interest or the appearance of a conflict of interest. The District's decision as to whether such employment creates a conflict of interest or an appearance of a conflict of interest is to be considered final and binding and must be complied with by the employee.

ARTICLE XXI. EFFECTIVE DATE AND DURATION: TERMINATION

This Agreement shall be effective from May 1, 2022 and shall remain in full force and effect until midnight April 30, 2025. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by regular first-class mail by either party no earlier than ninety (90) days preceding expiration and no later than sixty (60) days preceding expiration. The notices referred to shall be considered to have been tendered as of the date shown in the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

ARTICLE XXII. WORKING CONDITIONS

23.1 Policy Changes

During the term of this Agreement, the District agrees to notify the Union if it plans on changing a policy affecting the wages, hours or terms and conditions of employment of employees working under this Agreement. The District further agrees to provide the Union ten (10) working days written notice prior to implementing such a change.

23.2 New Procedures and Forms

Bargaining unit employees shall be trained on all new procedures and new forms related to their position. Bargaining unit employees shall be advised of major revisions of policies or new forms in advance of implementation.

23.3 Workload and Assignments

The District agrees to make every effort to distribute work such that there is a reasonably equal workload among employees in the same classification. The District reserves the right to make the determination regarding work assignments, including adjusting work assignments, as needed, for the efficient operation of the District functions.

ARTICLE XXIII. COMPLETE AGREEMENT

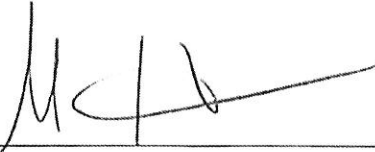
The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XXIV. SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

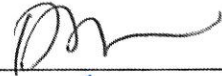
Effective this 11th day of August, 2022, this Agreement is entered into subject to the approval of the Board of Commissioners of Hazel Crest Park District.


FOR THE PARK DISTRICT:



APPROVED/BOARD OF COMMISSIONERS
5/10/22
JCA MAY
8/11/2022

**SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 73,
SEIU:**





9/28/22
