

Park Ridge Park District
And
Service Employees International Union, Local
73
Collective Bargaining Agreement

April 23, 2021 through February 15, 2024

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AGREEMENT

The Park Ridge Park District (“Employer”) hereinafter referred to as the “District” or “Employer” and Service Employees International Union, Local 73 (“Union”), enter into this Agreement on April 23, 2021 for the purpose of setting forth conditions binding upon the Employer, the Union, and the Employees covered by this Agreement. The parties’ Agreement is as follows:

ARTICLE I - RECOGNITION

Section 1. Unit

The Employer recognizes the Union as the exclusive representative for collective bargaining with respect to terms and conditions of employment for the following Employees: All Full-Time and regular Part-Time Employees of the District (regular being defined as those eligible under the Illinois Municipal Retirement Fund (IMRF)) in the classifications of

Building Attendant	Maintenance Building Attendant
Building Custodian	Mechanic
Courier	Park Maintenance Assistant
Facility Maintenance I	Park Maintenance I
Facility Maintenance II	Park Maintenance II
Facility Operations Technician	Park Operations Technician
Parks Foreperson	Registrar
Buildings Foreperson	

Section 2. Excluded from the Unit

The parties agree that the following are excluded from the unit: Employees in titles not expressly identified as those in Section 1 Unit.

Section 3. Bargaining Unit Work

Non-unit Employees of the Employer shall not engage in significant work normally and historically performed by unit Employees provided that this provision shall not be construed to prevent non-unit Employees from performing work under the following circumstances:

- a. instructing Employees; and/or
- b. training Employees; and/or
- c. unscheduled work performed to assist bargaining unit Employees in the completion of work in a timely manner; and/or
- d. emergency situations or other conditions beyond the Employer’s reasonable control.

Work which is incidental to the duties of non-unit Employees shall not be affected by this provision even though similar duties are performed by unit Employees.

ARTICLE II - DUES CHECKOFF/FAIR SHARE

Section 1. Dues Checkoff

During the term of this Agreement, Employer shall deduct from each Employee's paycheck Union dues (and initiation fees, where applicable) of each Employee for whom there is a written dues checkoff authorization, signed by the Employee, on file with Employer. Such dues deduction shall be irrevocable for one year. The Union may change the amount once each year during the term of this Agreement by giving Employer at least thirty days written notice of any change in the amount of the dues to be deducted. If an Employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for the collection of dues.

Section 2. Indemnification

The Union shall indemnify, defend and hold harmless Employer and its commissioners, officials, representatives, employees and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise), and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken by Employer in complying with the provisions of this Article.

ARTICLE III - UNION STEWARDS

Section 1. The Union may appoint up to four stewards, all of whom shall be bargaining unit Employees. The Union will notify the Employer, in writing, of the Employees who will serve as stewards and any changes in the identity of stewards. The Employer shall have no obligation to recognize an Employee as a steward absent such written notification.

Section 2. A steward may be allowed time off of work with pay during regular working hours to participate (1) in meetings provided in Step 1 and Step 2 of the grievance procedure and (2) in investigatory interviews initiated by the District that could lead to discipline provided that a steward's presence is requested by the Employee who is being interviewed.

A steward may be allowed time off work without pay during regular working hours, if reasonable and necessary, for the investigation of grievances after requesting and obtaining permission from his/her immediate supervisor. The supervisor will not unreasonably withhold permission.

ARTICLE IV - MANAGEMENT RIGHTS

Except as specifically limited by the express written terms of this Agreement, the Employer retains the right to manage its business and direct the work force. By way of example, such rights include (but are not limited to) the sole and exclusive right to unilaterally:

- a. Determine its mission, objectives, purpose and policies;
- b. Plan, direct, control and determine the operations or services to be performed by Employees;
- c. Set standards for the services and programs to be offered to the public;
- d. Direct its Employees for purposes of flexibility, efficiency and productivity; this includes the right to assign any available work to an Employee, and to assign overtime;
- e. Hire, examine, classify, promote, train, transfer, assign and schedule Employees in positions;
- f. Increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve Employees from duties because of lack of work or funds, technological change, or other legitimate reasons;
- g. Establish, modify, combine or abolish jobs, classifications, or job descriptions for economic, technological, or any other legitimate reasons;
- h. Establish daily and weekly work schedules, the starting and quitting time, the number of hours to be worked, and shift assignments;
- i. Contract or subcontract out for goods or services for economic, technological, or any other legitimate reasons;
- j. Change or eliminate existing methods of operations, programs, equipment or facilities or to discontinue the management of any operation or function, permanently or temporarily;
- k. Suspend, demote, discharge, or take other disciplinary action for just cause against Employees;
- l. Determine qualifications and evaluate performance based on standards established by the Employer and to discipline, discharge, disqualify, demote or take any other action with respect to Employees who do not meet such standards;
- m. Determine the basis for selection, retention, promotion, demotion or work assignments of Employees in the bargaining unit;
- n. Maintain the discipline of Employees including the right to establish, modify, and enforce reasonable work rules, regulations, safety rules, and discipline procedures for the purpose of maintaining efficiency, improving productivity, and safety. This shall include the right to establish, maintain and revise drug and alcohol testing rules, regulations and enforcement procedures for current Employees and the right to establish, maintain and revise non-smoking rules, regulations and enforcement procedures.

Except as expressly restricted by the written provisions of this Agreement, inherent managerial functions, prerogatives and policymaking rights, whether listed above or not, which the Employer has not expressly restricted by a specific, written provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein, provided

that no right is exercised contrary to or inconsistent with other specific, written terms of this Agreement.

If the District exercises the rights set forth in Article IV, paragraph i (subcontracting) above, with the intention of reducing bargaining unit staff or reducing work historically performed by the bargaining unit, it will give the Union 14 days' notice unless it is an emergency situation. Upon written request by the Union, the District within 30 days of such notification will bargain with the Union concerning the effects of such decision on bargaining unit Employees. There shall be no duty to delay implementing the District's decision while such bargaining takes place. Further, while such effects bargaining takes place, all other contract provisions, including Article V, No Strike, No Lockout, shall remain in effect.

ARTICLE V – NO STRIKE

Section 1. The Union agrees that during the term of this Agreement there shall be no strike, sympathy strike, stoppage of work, slowdown, boycott, picketing, diminution or suspension of work or any other type of interference, concerted or otherwise, or coercive or otherwise, with the Employer's operations, services, programs, or any other aspect of its business.

Section 2. If any Employee or group of Employees represented by the Union violates this Article, the Union through its Local 73 Representatives will promptly (no later than 24 hours after the start of such conduct) notify such Employee or Employees that such conduct violates this Agreement and of its disapproval of such violation and will take all reasonable steps to effect a prompt resumption of work. If the Union does not timely satisfy these requirements, the Union will be deemed to have ratified and condoned this violative conduct. If the Union timely satisfies these requirements, and the Union was not otherwise responsible for the violative conduct, the Employer agrees that the Union shall not be held liable for any damages resulting from such conduct.

Section 3. It is understood that the Employer shall have the unqualified right to discipline or discharge, in its discretion, Employees engaging in, participating in, or encouraging conduct in violation of this Article. Such discipline or discharge shall be final and binding upon the Union, its members and Employees covered by this Agreement, and shall in no case be construed as a violation by the Employer of any provision of this Agreement. However, an issue of fact as to whether or not any particular Employee engaged in, participated in, or encouraged any such violation, may be subject to the grievance procedure and/or arbitration. Also, the Union may grieve the Employer's disciplinary action if the Employer issues different discipline to Employees who engaged in the same conduct during the same incident.

Section 4. Nothing in this Agreement shall be construed or applied to prohibit the Employer from obtaining relief from a court of competent jurisdiction, or an administrative agency, at the Employer's discretion, for a violation of this Article. Such relief may take the form of damages or an injunction.

Section 5. The Employer shall not engage in a lock-out during the term of this Agreement.

ARTICLE VI - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1.

- a. A “grievance” within the meaning of this Agreement is a claim arising under or related to this Agreement by the Union or an individual Employee, or group of Employees, filed during the term of this Agreement, that the right or rights of such Employee, or group of Employees, have been violated contrary to this Agreement. Such grievance must be presented in a verifiable manner such as a dated e-mail, certified mail or grievance that has been signed and dated by recipient, etc. within seven calendar days after the aggrieved party has or should have had knowledge of the alleged violation or it will not be processed under or be subject to this procedure.
- b. Any Employee or group of Employees shall have the right at any time to present a grievance to the Employer, pursuant to the procedure set forth in Section 3 of this Article, and to have such grievance adjusted without the assistance of the Union, provided the adjustment is not inconsistent with the terms of this Agreement. In such case, a Union steward shall be notified and given the opportunity to be present at a meeting where such grievance is resolved; provided, however, that the Union steward shall not be prevented from speaking at such meeting to object to any settlement which would violate the terms of this Agreement.

Section 2. The parties agree that all disputes, complaints and issues must first be addressed between the Employee and the Employee’s immediate supervisor (or, if related to the Employee’s immediate supervisor, the Employee may address the dispute, complaint or issue to the immediate supervisor’s supervisor). Such discussion is not a formal part of this grievance procedure; rather, it is the kind of communication which is necessary to a constructive and efficient relationship and operation. In an effort to avoid the filing of frivolous grievances, a Union official may utilize this Section 2 to communicate directly with an Employer management representative. If such dispute, complaint or issue is not satisfactorily resolved in this discussion, the Employee and/or the Union may elect to file a formal grievance.

Section 3. Should a grievance arise between the Employer and the Union or the Employer and an Employee or Employees, the following procedure shall be utilized:

Step 1. The steward shall reduce the grievance to writing (on a form provided by the Union) and present it to the Superintendent or his/her designee. A Step 1 meeting will be held between the Superintendent or his/her designee and the steward. Such Step 1 meeting will be scheduled by mutual agreement between the Superintendent and the steward, but such meeting must be held within seven calendar days of the date the grievance is presented to the Superintendent. The Superintendent or his/her designee will answer the grievance no later than five calendar days after the grievance has been discussed at the meeting provided for under this step, unless a written extension of time is mutually agreed upon.

Step 2. If the grievance is not satisfactorily settled in the Step I, the grievance shall be appealed in writing to the Director or his/her designee not later than ten calendar days after the Union receives the Employer's Step 1 answer. The Employer shall arrange, in consultation with the Union, a mutually convenient time to meet and discuss the grievance. This meeting will be held within ten calendar days of the date that the Union appealed the grievance from Step 1. The Director or his/her designee will answer the grievance no later than ten calendar days after the meeting provided for under this step unless a written extension of time is mutually agreed upon.

Section 4. Grievances challenging suspensions or discharges for just cause shall be filed directly at Step 2.

Section 5. **Arbitration**

- a. If the grievance is not satisfactorily settled at Step 2, the grievance may be submitted for arbitration not later than fifteen calendar days after the Union receives the Employer's Step 2 answer.
- b. Upon the making of a proper and timely written request for arbitration, the Employer and the Union shall attempt to agree upon an arbitrator to decide said issue. In the event that the parties have not agreed upon the selection of an arbitrator within fifteen calendar days after the request for arbitration has been made, either party may ask the Federal Mediation and Conciliation Service for a list of seven persons who are members of the National Academy of Arbitrators for selection as an impartial arbitrator. Either party may ask for a second panel. The Union and the Employer shall strike a name alternately, beginning with the Union, until one name remains. The remaining person shall act as such impartial arbitrator, and the Federal Mediation and Conciliation Service shall be promptly notified of such selection. Only one grievance may be presented at the arbitration hearing before any one arbitrator at any one time unless the parties mutually agree otherwise.
- c. The fees and expenses of the arbitrator so selected, if any, shall be split equally between the Employer and the Union. The total cost of any stenographic record or transcript which may be made, and all copies thereof, shall be paid for equally by both parties. If, however, only one party wants a transcript, that party shall be responsible for the cost of the transcript. In such case, the other party shall not receive a copy of the transcript for any purpose.
- d. The authority of the arbitrator shall be limited to the construction and application of this Agreement (as defined in Section 1), as applied to the specific grievance referred to him/her for arbitration. The arbitrator shall have no authority or jurisdiction, directly or indirectly, to add to, subtract from, or amend any of the specific provisions of this Agreement or impose liability not explicitly expressed. No management right shall in any manner be taken away from the Employer or limited or modified in any respect, except only to the extent that this Agreement

clearly and explicitly expresses a written intent and agreement to divest the Employer of such right. The decision of the arbitrator shall be final and binding upon the Union, the Employees covered by this Agreement, and the Employer.

- e. There shall be a financial obligation on the Employer for any violation only if the grievance arose during the term of this Agreement and is filed and processed in conformity with the Grievance Procedure herein provided. There shall be no liability extending prior to the effective date of this Agreement.
- f. Time is of the essence in the filing and processing of grievances as set forth in this Article. By mutual agreement and for good cause, reasonable extensions of time may be given either party in writing at any step in the grievance procedure. Any grievance that is not filed or not appealed to the next step in writing within the specified time limits or written extension of time limits will be considered settled on the basis of the last decision given. Any grievance that is not answered within the time limits or extension of time limits will be considered as having been denied.
- g. All grievances must be in writing and shall set forth all relevant information, including:
 - date of violation;
 - article and section of the Agreement violated (or practice relied on);
 - all facts related to the alleged violation;
 - and remedy sought.
- h. In discipline cases involving discharge, if the arbitrator finds that the discharge violated the Agreement, the arbitrator may order reinstatement with or without back pay or with some amount less than full back pay.
- i. In any arbitration hearing under this Article, each party will be responsible for their representatives and witnesses.

Section 6. Abbreviated Arbitration

- a. It is understood and agreed that certain types of grieved matters may lend themselves to a more prompt resolution where necessary proof can be condensed to stipulated facts, documentary evidence and limited testimony, and where the issues involved do not need lengthy, deliberate consideration by the arbitrator. Where the parties mutually agree that a grievance can be handled in this manner, the Employer and the Union will cooperate to expedite the arbitration procedure. Written notice of desire to appeal to expedited arbitration must be submitted to the other party within five calendar days from the receipt by the Union of the

Employer's answer at Step 2. Wherever it is practical to do so, the parties will stipulate the issues and the facts, thereby reducing the time and expense of the hearing.

- b. At the conclusion of the hearing, the parties by mutual agreement may waive the filing of briefs and, in any event, the arbitrator will be urged by both parties to render his/her decision as soon as possible.

Section 7. Grievances Related to Performance Evaluations

An employee may not receive an overall performance rating, also known as an average score, of "Below Expectations" 2.9 or below unless they have been notified in writing at least once during the rating period (typically the calendar year) prior to receiving their final performance review. The written notification must include language stating that their performance does not meet the Employer's legitimate expectations. The Employer shall give the Employee an opportunity to improve their performance prior to the final evaluation.

Employees who receive an overall rating of "Below Expectation" 2.0 – 2.9 may appeal their rating through the grievance process set for the in the parties' Agreement up to step 3 of the grievance procedure.

Employees who receive a rating of "Unsatisfactory" below 2.0 may appeal their rating through the grievance arbitration process set forth in the parties' Agreement. An arbitrator may hear an "unsatisfactory rating grievance," and the arbitrator may overturn the rating only if it is arbitrary and capricious and, if so, assign a merit increase (retroactive to January 1) not to exceed the maximum merit increase provided in paragraph 1 above. If the arbitrator determines that an "Unsatisfactory (1)" rating was arbitrary and capricious, the Employer shall pay the arbitrator's fees. Otherwise, the Union shall pay the arbitrator's fees.

Section 8. Non-Discrimination

Any and all claims that fall within the jurisdiction of the IL Department of Human Rights (ILDHR) or the Equal Employment Opportunity Commission (EEOC) or any other similar agency, department or office responsible for enforcement of equal employment opportunity laws, regulations or ordinances, shall be limited to the grievance procedure up to step two and are not arbitrable. In the event the grievance is not resolved at Step II, the Employee may choose, at their sole discretion to further pursue a resolution through the ILDHR/EEOC, or similar agency. The Union hereby clearly and unambiguously waives the rights of Employees covered by this Agreement to pursue claims of discrimination in the arbitration procedure set forth in this Agreement.

ARTICLE VII - DISCIPLINE

Section 1. No Employee who has successfully completed the probationary period (or extension thereof) shall be disciplined or discharged except for just cause.

Section 2. Whenever the Employer issues discipline in any form to an Employee covered by this Agreement, a copy of such discipline will be given to the Employee. Appeals from disciplinary actions shall be in accordance with the Grievance Procedure set forth in Article VI.

Section 3. The discharge and discipline of Employees covered by this Agreement shall be in accord with the Employer's discipline rules. While the Employer retains the right to modify such rules, a copy of the current rules is attached as Appendix A. The Union shall be notified of any such changes in the rules seven calendar days in advance of implementation.

Section 4. Verbal/Oral Warnings

The District shall issue/reduce all verbal/oral warnings in writing and provide a copy to the employee.

ARTICLE VIII – SENIORITY

Section 1. Definition

For all purposes under this Agreement, seniority shall be defined as an Employee's length of continuous service since the Employee's last hiring date by the Employer.

Section 2. Probationary Employees

A newly hired or rehired Employee shall be considered an Employee on probation for a period of ninety calendar days. No grievance concerning the discharge of any probationary Employee may be presented by either the Union or any Employee. An Employee retained beyond the probationary period shall acquire seniority in the bargaining unit and his/her seniority will date back to his/her hiring date.

Section 3. Transfers out of Bargaining Unit

An Employee who transfers out of the bargaining unit may return to their former bargaining unit position if that position is vacant and if they have not been discharged from their position outside the bargaining unit.

Section 4. Termination of Seniority

An Employee's seniority and employment shall be terminated for any one of the following reasons:

- a. If the Employee quits;
- b. If the Employee is discharged for just cause;
- c. If the Employee is absent for three consecutive working days without properly notifying his/her supervisor and the Employee does not have a verifiable excuse acceptable to the Employer why notice could not be given;
- d. If the Employee fails to report to work within ten calendar days in response to a recall notice. Recall notice by certified mail, return receipt requested, or registered mail will be made to the Employee's last address on record. The Employer shall be entitled to rely upon the last address on record, and it shall be the Employee's responsibility to notify the Employer of any change of address by mail or in person;
- e. If the Employee has an unexcused absence following any leave of absence, or if the Employee obtains a leave of absence under false pretenses or the Employee works for another employer while on leave of absence;
- f. If the Full-Time Employee is laid off for a period of time of more than twelve (12) months or the Part-Time Employee is laid off for a period of time of more than six (6) months;
- g. If the Employee is off the active payroll (including absence due to sickness or injury, whether occupational or not) for fifteen consecutive months; or
- h. If the Employee retires.

Section 5. Layoffs, Recall and Furloughs

- a. A layoff is defined as a permanent reduction in force in any occupied bargaining unit position.
- b. When it becomes necessary to layoff, the following principles shall apply:
 - 1. Employees will be selected for layoff based on the Employer's operational needs;
 - 2. All probationary Employees within the adversely affected classification shall be laid off first, provided there are seniority Employees qualified to perform the available work (as defined in Section 5.c. below);
 - 3. If layoffs are still necessary, the least senior Employee in the affected classification shall be laid off first, provided that the remaining seniority Employees are qualified to perform the available work (as defined in Section 5.c. below).
 - 4. In layoff situations, the Employer will give as much notice as is reasonably practical under the circumstances.
- c. As used in this Section 5, "qualified" shall be defined as a reasonable belief on the part of the Employer, through reference to Employer records (which may include verifiable previous work experience within or outside the District), that the Employee has the job experience, educational background, and skill and ability to then perform all of the required job duties and responsibilities of the available work with only an orientation period. The Employer may also rely on performance reviews and discipline and attendance records in making its selection. The orientation period referred to above shall be for the purpose of acquainting the Employee with the peculiarities of the job but shall not constitute, nor shall it include, any training.
- d. Recall is defined as the requested return of a laid-off Employee to a previously held position. The names of laid off Employees shall be placed on a layoff list for a period of time equal to the Employee's length of continuous service up to a maximum of twenty-four months. Employees shall be recalled in seniority order provided they are qualified as set forth in subsection c. above.
- e. The Employer's decisions under this Section S shall not be overturned unless arbitrary and capricious.
- f. Furlough is defined as a temporary reduction in force in any occupied bargaining unit position.

Section 6. Filling of Vacancies

- a. When a permanent vacancy arises, it will be filled as follows:
 - 1. A permanent vacancy is defined as a vacancy other than those defined as temporary or seasonal as defined in the District's Personnel Policy Manual or

vacancy created through Employee attrition or the creation of a new position.

2. When the Employer determines that a permanent vacancy exists and decides to fill the vacancy, the following job posting procedure will be followed: The Employer shall post any such bargaining unit vacancies for seven calendar days in a conspicuous location, which may include electronic communication. The notice will contain a full description of the job duties. Employees who are interested in the position must submit an electronic application to the position's Supervisor within the seven calendar day posting period. The Employer will not post or advertise the position to the general public during the 7-day posting period described above.

3. The Employer shall attempt to fill a vacancy by hiring or selecting the most qualified candidate at the sole discretion of the Employer, whose selection decisions shall be overturned only if found to be arbitrary and capricious.

4. If none of the Employees who have applied for the vacancy meet the standards established by the Employer or are otherwise not qualified to perform the work required of the position, the Employer may fill the position at its discretion, which may include a new hire, reposting the vacancy, or selecting the most senior candidate.

5. When selecting candidates for vacancies under this Section, the term "qualified" shall be defined as a reasonable belief on the part of the Employer, through reference to Employer records (which may include verifiable previous work experience within or outside the District) and/or interviews, that the candidate has the job experience, educational background, and skill and ability to perform the work in the posted position. The Employer may also rely on performance reviews and discipline and attendance records in making its selection.

b. After an Employee has been selected for a position, the following principles shall apply:

1. If a non-probationary Employee from within the unit has been awarded a vacant position under this Section, the Employer will evaluate the Employee's performance to determine whether the Employee is qualified for the position.

2. If the Employer determines within 30 working days that the selected Employee cannot fulfill the position's requirements, the Employee will be returned to the position which the Employee held at the time he/she was awarded the vacancy. The position previously held by the Employer shall remain vacant for 30 working days, during which time the Employer may use any means whatsoever, including the use of unit or non-unit employees or the use of temporary labor, to staff the vacancy. The

Employer's decisions under this subparagraph 2 shall not be overturned unless arbitrary and capricious.

3. If the Employer fills a vacancy by hiring from outside the unit, Article VIII, Section 2 Probationary Employees shall govern with respect to evaluating the Employee's suitability for the position.

Section 7. Temporary Assignments

- a. Due to the nature of the work, Employees may be temporarily assigned to perform any work in or out of the bargaining unit. Such temporary assignment shall be for a period of time up to, but not in excess of, sixty consecutive calendar days, unless the Employee so assigned is willing to accept an extension beyond such sixty day period (in such cases the Union will be notified of the extension). Work performed outside the bargaining unit shall not, in any way, broaden or enlarge the Union's jurisdiction or the scope of the bargaining unit.
- b. If a temporary assignment to another bargaining unit position lasts for more than thirty calendar days, the affected Employee's pay will be adjusted as follows:
 1. If the Employee was assigned to perform work in a higher paying classification, the Employee will receive the applicable rate for that classification or the Employee's then current rate, whichever is higher;
 2. If the Employee is assigned to perform work in a lower paying classification, the Employee will continue to receive the Employee's then current rate for the duration of the assignment.

Section 8. Seniority List

A seniority list will be prepared by the Employer showing the name of each unit Employee, the job classification and the seniority date. This list will be given to the Union within thirty days after the signing of this Agreement. It shall be updated, if necessary, on an annual basis during the term of this Agreement and again provided to the Union. Any errors in the seniority list are subject to correction if called to the attention of the Employer by the Union.

ARTICLE IX - LEAVES OF ABSENCE

Section 1. Sick Days

- a. Full-Time Employees shall be credited with ten (10) sick days on January 1st of each year. New Full-Time Employees who start their employment after January 1st shall earn one (1) sick day on their date of hire; followed by three-fourths (3/4) days per subsequent month of service through December 31st of that calendar year.
 1. Sick leave for Full-Time Employees may be accumulated from year to year, but the total sick days accumulated may not exceed ninety. For purposes of IMRF only, additional creditable service for unused and unpaid sick leave may be accumulated up to a maximum of two hundred forty days. Upon termination of employment, an Employee shall not receive compensation for any unused sick days.
 2. The Employer, in its sole discretion, may require adequate documentation from a physician before compensating the Employee for the sick leave. Failure to provide adequate documentation may result in discipline, no compensation for the absence, or any other result deemed appropriate by the Employer.
 3. Except in cases in which the Employee is physically unable due to his or her illness or injury, an Employee who desires to take sick leave must notify his or her supervisor as soon as possible of the need for use of sick leave.
 4. In situations where a physician has been required to provide medical attention to an Employee, the Employee shall be required to present to the Employer a letter from the physician releasing the Employee to return to work, with any restrictions expressly noted. The Employer may evaluate an Employee's restrictions to determine if it has suitable work available, but the Employer is not required to create a position or work to meet an Employee's restrictions.
- b. Regular Part-Time Employees
 1. Regular Part-Time Employees shall be credited with one average shift day of sick leave on January 1 of each year for every six hundred fifty hours actually worked during the previous year. For purposes of this provision, an "average shift day" shall under no circumstances exceed eight hours.
 2. Sick leave for regular Part-Time Employees may be accumulated from year to year, but the total sick days accumulated by a regular Part-Time Employee may not exceed ten average shift days. Upon termination, a regular Part-Time Employee shall not be compensated for any unused sick leave.
 3. The documentation and notification requirements set forth in Section 1.A shall also apply to regular Part-Time Employees.

- c. Abuse of sick leave or obtaining sick leave under false pretenses is just cause for discharge.

Section 2. Personal Days Full-Time Employees

- a. Full-Time Employees shall be eligible for four paid personal days each calendar year, which shall be credited on January 1 of each year. Full-Time Employees who start their employment after January 1 shall accrue one personal day for every three full calendar months worked from their date of employment to December 31 of the same year, not to exceed three days.
- b. Employees are not permitted to accumulate personal days from year to year and forfeit any personal days that are not used by the end of the calendar year.
- c. Personal days may be taken in a minimum of one hour increments.
- d. In order to be eligible to use a personal day, Employees shall make a written request to his/her supervisor as soon as possible. Typically, a minimum of one week notice is required, however requests will be considered with less notice. All personal day requests are subject to approval by the immediate supervisor with consideration to the operational needs of the District.
- e. Upon separation, Employees shall be paid straight-time pay for all accrued unused personal days.

Section 3. Family and Medical Leave

“The District shall enforce all Family and Medical Leaves in accordance with applicable law”.

Section 4. Unpaid Leave

Employer may grant, upon the recommendation of the Superintendent and approval of the Director, requests for unpaid leaves of absence. Such leaves may be granted only after all accrued paid time off has been exhausted. The terms of a leave under this section may be determined at the Director’s sole discretion. Such terms may include, but are not limited to, reinstatement, payment for Employer-provided insurance benefits, accrual of benefits, and any other terms and conditions of employment. Employer reserves the right to require appropriate documentation in support of leave requests under this section.

Section 5. Jury Duty Leave

Full-Time Employees shall receive full pay for time not worked while serving on a jury or testifying for the Employer. Employees shall endorse to the Employer any compensation received for jury or witness duty.

Section 6. Military Leave

- a. A Full-Time Employee who leaves active employment to enter military service will be granted a Military Leave of Absence without pay. Upon the expiration of such Military Leave of Absence, the Employee shall be restored to his or her former position or one in the same classification at the same rate of pay, provided that the Employee is not dishonorably discharged, the employee’s active military service does not exceed five years, and the Employee applies for re-employment within ninety days after release or discharge. Under these circumstances, the

Employee’s time spent in the military shall be credited for seniority purposes.

- b. **Reserve Training Leave.** Any Full-Time Employee who attends active military training as a member of a military reserve of the National Guard shall be given leave, not to exceed two weeks in a calendar year. The Employee shall be required to notify his or her supervisor of the dates of such training in writing at least thirty days in advance. The employee may use vacation or personal days for such absences. In the alternative, Employer will pay the Employee’s full salary for the time missed, provided the Employee endorses over to Employer any payments made to the Employee by the reserve unit.

Section 7. Bereavement Leave

In the event of death of an Employee’s close relative, as a guideline, an Employee may request up to three (3) work days off in consideration for in-state bereavement, or up to five (5) work days for out-of-state bereavement or distances in excess of 200 miles. Consideration will be made based upon the distance required to travel to attend the funeral services, the timing of services in relationship to the Employee’s expected work schedule, relationship and responsibilities for the deceased. Obituary notices or other form of document to substantiate the absence may be required.

Full-Time Employees: Superintendents in consultation with the Human Resources Director are authorized to approve as compensable

Part-Time Employees: A Full-Time Manager is authorized to approve as non-compensable

1. Close Relatives Defined:

For the purpose of this policy, the term “close relative” includes the following relationships, whether established by blood, marriage, adoption, or other circumstances:

Mother	Mother-in-law	Step-mother	
Father	Father-in-law	Step-father	
Husband	Wife	Civil Union Partner	Significant Others i.e. Romantic Relationship
Grandparent/Grandchild	Grandparent-in-law Grandchild-in-law	Step-grandparent Step-grandchild	
Son	Son-in-law	Step-son	
Daughter	Daughter-in-law	Step-daughter	
Sister	Sister-in-law	Step-sister	Half-sister
Brother	Brother-in-law	Step-brother	Half-brother

ARTICLE X - HOURS OF WORK AND OVERTIME

Section 1.

Hours of work and overtime shall be subject to Article IV (Management Rights).

Section 2. The Workweek

The workweek shall begin at 12:01 a.m. Saturday and shall consist of seven consecutive, 24-hour periods.

Section 3. Work Schedules

Work schedules for Full-Time Employees will generally consist of five consecutive calendar days. Part-Time Employees will work as scheduled by the employer. The Employer may change work schedules as set forth in Article IV (Management Rights), paragraph h. The District will notify changes in schedule at least twenty-four (24) hours prior to implementation. This does not preclude the District from requiring employees to change hours of work for legitimate and unforeseen situations, including but not limited to snow removal operations.

In the event that an Employee is required to work additional hours and when advanced notice is provided, the Employee shall be compensated solely for the hours worked and shall not be entitled to a minimum number of hours.

Section 4. The Workday

The workday shall generally consist of 7 or 8 consecutive hours for Full-Time Employees. Part-Time Employees will work as scheduled by the Employer. The Employer may change the starting and quitting time for Employees in the Registrar position upon 7 calendar days' notice to the affected Employee(s). The parties may agree to a shorter notice period. The parties further agree that the notice period shall not apply to any other job classifications.

Section 5. Overtime

- a. Employees shall be paid overtime in accordance with applicable law.
- b. Overtime must be scheduled or approved in advance by an Employer management representative, except in cases where the Employee reasonably determines that work in progress must be completed for safety reasons or to protect District property. Employees who work overtime that is not scheduled or approved in advance can be the subject of discipline.

Section 6. No Pyramiding

Compensation (either wages or compensatory time) shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 7. Overtime Distribution

The parties recognize that they have an obligation to the community to provide services and that the obligations will require the working of overtime. To meet that objective, overtime shall be mandatory at the discretion of the Employer. The Employer agrees to distribute overtime as

equally as reasonably possible at its sole discretion. In all cases, the hours of all overtime worked or scheduled shall be determined by the Employer. Under no circumstances will the Employer be required to schedule or assign any Employee to perform any work on an overtime basis unless the Employer has determined that such work is necessary and the Employee is qualified (i.e., the Employee can immediately perform any and all of the job duties without compromising work performance or efficiency). If an Employee is improperly denied an overtime opportunity, the Employer shall only be obligated to offer the Employee the next overtime opportunity for which the Employee is qualified, but shall not be obligated to pay the Employee for the missed overtime opportunity.

Section 8. Compensatory Time

Employees may elect to receive compensatory time off in lieu of overtime payment. Compensatory time off is earned at the rate of time and one-half for hours actually worked in excess of forty hours per week. Employees may accrue up to two hundred forty hours of compensatory time. If an Employee requests to use compensatory time, Employees shall make a written request as soon as possible to his/her supervisor on a District approved document or District approved electronic method. Typically a minimum of one week notice is required, however requests will be considered with less notice. Same day requests and a response from the District may be made verbally, followed by submitting a District approved document. All requests are subject to approval by the immediate Supervisor with consideration to the operational needs of the District. Time off may be taken in a minimum of one hour increments. Compensatory time accumulated in any calendar year must be used before March 1 of the following year, and if it is not, it will be paid to the Employee.

Section 9. Meal Periods

Part-Time Employees scheduled to work a shift of more than 7.5 consecutive hours shall receive a 30-minute unpaid meal period that will begin before the end of the fifth hour of work.

Full-Time Employees are entitled to a one-hour unpaid meal period per shift, the timing of which will be determined by the Employer, in consultation with the Employee, based on operational needs. With the Employer's permission, an Employee may choose to work through a meal period or choose to take a 30-minute unpaid meal period.

The parties agree that, to the extent consistent with District operations and the need to serve District patrons, they will work together to develop consistent meal period schedules and that variations from meal period schedules should be minimal.

Section 10. Breaks

Full-Time Employees shall be entitled to paid break periods not to exceed a total of 20 minutes per shift. Part-Time Employees shall be entitled to a 15-minute paid break per shift. The Employer shall be responsible for scheduling break periods based on operating needs.

ARTICLE XI VACATIONS

Section 1. Full-Time Employees

- a. Full-Time Employees who begin their employment between January 1 and June 30 shall be eligible for five working days' vacation in that year, beginning on the date six months after his/her employment date. Full-Time Employees who begin their employment between July 1 and December 31 shall not be eligible for any vacation during that calendar year, but shall be eligible for ten working days' vacation during the next calendar year, beginning on the date six months from his/her date of employment.

- b. Thereafter, Full-Time Employees shall be eligible for the amount of working days' vacation during a calendar year as follows:

Years of continuous Full-Time employment as of the previous December 31	Number of working days' vacation for Calendar Year
Less than three	10 working days
At least three but less than five	12 working days
At least five but less than ten	15 working days
At least ten	20 working days

Section 2. Regular Part-Time Employees

Regular Part-Time Employees are not entitled to and do not accrue any vacation time during the first calendar year of their employment. Beginning in the second year of employment, regular Part-Time Employees will be credited with one average shift day of vacation time for every six hundred fifty hours worked during the previous calendar year. Effective January 1, 2011, regular Part-Time Employees will be credited with one average shift day of vacation time for every 650 hours worked during the previous calendar year up to 1300 hours. Thereafter, regular Part-Time Employees will earn an additional average shift day of vacation for every 400 hours worked during the previous calendar year.

Section 3. Accumulation, Requests, Increments and Separation Full-Time and Part-Time Employees

- a. Employees are not permitted to accumulate vacation time from year to year and forfeit any vacation that is not used by the end of the calendar year. However, on an exception basis:
 - Full-Time Employees' respective Superintendent may approve a maximum carry-over of one (1) week into the next year on a limited basis; a carry-over in excess of one (1) week requires the approval of the Executive Director.
 - Part-Time Employees respective Superintendent may approve a carry-over into the next year on a limited basis.
- b. In order to be eligible to use a vacation day(s), Employees shall make a written request to his/her supervisor as soon as possible. Typically a minimum of one week notice is required, however requests will be considered with less notice. All vacation requests are subject to approval by the immediate Supervisor with consideration to the operational needs of the District.
- c. Vacation may be taken in a minimum of one hour increments.
- d. Upon separation Employees shall be paid straight-time pay for all accrued unused vacation time.

ARTICLE XII - HOLIDAYS

Section 1. The following days shall be recognized as “Official Holidays”:

New Year’s Day	Thanksgiving Day
Friday before Easter	Friday after Thanksgiving
Memorial Day	Christmas Eve (1/2 day)
Independence Day	Christmas Day
Labor Day	New Year’s Eve (1/2 day)

An “Official Holiday” is the exact calendar dates as listed above. Should the “Official Holiday” fall on a Saturday or Sunday, another day shall be recognized; also known as “District Observed Holiday”. Should the “Official Holiday” fall on a Saturday, typically, the preceding Friday shall be the “District Observed Holiday”. If the “Official Holiday” falls on a Sunday, typically the following Monday shall be the “District Observed Holiday”. If the local, state and/or national governments designate different days for official holiday celebration, the Director shall have sole discretion to determine which day the District will celebrate the holiday after reviewing the local, state and/or national governmental designations.

Section 2. Full-Time and probationary Employees shall not be required to work on these holidays, except in cases where the Employer, in its sole discretion, determines that an Employee’s presence is necessary.

Section 3. Eligible Employees required to work by their Supervisor on the “Official Holiday” will be paid for the holiday and compensated for hours worked at two (2) times their hourly rate; when required to work on a “District Observed Holiday”, the Employee will be paid for the holiday plus compensated for hours worked at their regular rate of pay; overtime rules apply.

Section 4. If an Official Holiday or District Recognized holiday falls within a period of time in which an eligible Employee was approved for vacation or approved Personal Day(s) , the Employee’s vacation or personal day accrual shall not be reduced by the Holiday.

Section 5. In order to receive holiday pay, an eligible Employee must work their regularly scheduled shift on the work day preceding and following the holiday, unless those days are approved vacation days or Personal Days. In the event an Employee does not work the work day before and after a holiday, and is not on authorized vacation or authorized Personal Days, he or she shall not receive holiday pay unless proof of illness is established to the satisfaction of the Superintendent.

ARTICLE XIII WAGES AND HEALTH INSURANCE

Section 1. Wages

- a. The current minimum and maximum wage rates for Full-Time Employees are as follows:

Grade	Job Title	2021 Minimum \$	2021 Maximum \$
6	Buildings Foreperson	\$58,866	\$91,242
6	Grounds Foreperson	\$58,866	\$91,242
5	Facility Operations Technician	\$52,212	\$78,319
5	Mechanic	\$52,212	\$78,319
5	Park Operations Technician	\$52,212	\$78,319
4	Facility Maintenance II	\$45,401	\$68,103
4	Park Maintenance II	\$45,401	\$68,103
3	Facility Maintenance I	\$39,480	\$59,219
3	Park Maintenance I	\$39,480	\$59,219
2	Building Custodian	\$34,330	\$51,495
2	Registrar	\$34,330	\$51,495
1	Vacant Grade	\$29,853	\$44,778

The minimum and maximum rates in the ranges set forth above may increase by 0-4 percent annually, effective on or around January 1, for the duration of this Agreement, but the Employer reserves the right to increase the minimum, midpoint and/or maximum rates in the ranges in its sole discretion.

- b. Full-Time bargaining unit Employees may not be hired below the minimum rate, but the Employer may pay more than the minimum and up to the maximum rate to a new Full-Time hire based on experience, skills, recruitment needs, and/or market conditions.
- c. Part-Time bargaining unit positions have no wage ranges or job grades, but the parties agree that the minimum hourly pay rates shall apply:

- Courier \$11.00
- Park Maintenance Assistant \$11.00
- Building Attendant (Fitness Center) \$13.00
- Maintenance Building Attendant (Oakton) \$11.00

The Employer reserves the right to hire new Part-Time bargaining unit Employees

at any rate above the minimum based on experience, skills, recruitment needs, and/or market conditions.

d. Upon written notice of intent to reopen from either party given between November 1 and December 31 of each year of this Agreement, there shall be a wage reopener to determine the amount of any wage increases. If no party seeks to reopen during an applicable notice period, this Agreement shall remain in full force and effect. Wage reopener negotiations will be limited to the items set forth in the Side Letter on Reopener Negotiations. During reopener negotiations, all provisions of this Agreement shall remain in effect. If the Agreement is reopened and the parties do not reach agreement by March 31 of the following year, the Agreement will be temporarily suspended and the parties will have the same rights and obligations as if the Agreement had expired on March 31, except that the duty to bargain will be limited to the terms set forth in the Side Letter on Reopener Negotiations.

Employee wage increases, if any, will be based on their performance evaluations and wage range in accordance to the following matrix. Percentages per quartile to be determined in order to meet the approved merit budget pool:

Salary Administration Matrix (TBD = To Be Determined)					
	Employee's Position in Salary Range				
Performance Rating	1st Quartile	2nd Quartile	3rd Quartile	4th Quartile	At Maximum Note (2)
Superior 4.5 - 5.0	TBD	TBD	TBD	TBD	TBD Lump Sum
Outstanding 3.8 - 4.4	TBD	TBD	TBD	TBD	TBD Lump Sum
Satisfactory/Meets Expectations 3.0 - 3.7	TBD	TBD	TBD	TBD	TBD Lump sum
Below Expectations 2.0 - 2.9	0.0%	0.0%	0.0%	0.0%	0.0%
Unsatisfactory below 2.0					

Section 2. Call Back

An Employee who is called back to work after their shift has ended shall be entitled to a minimum of 3 hours pay provided the call back does not abut the start of the Employee’s regular starting time. Employees shall make a good faith effort to return the call promptly absent extenuating circumstances. A lack of a good faith effort to return the call promptly, or lack of extenuating circumstances shall be considered in the Employees’ performance. While on a call back, an Employee shall perform such duties as assigned by the District.

Section 3. Reporting Pay

An Employee who has not been given at least 2 hours’ notice not to report to work on a regularly scheduled workday and who does report to work shall be guaranteed 4 hours’ work or pay unless the lack of employment is caused by fire, flood, storm, power outage or interruption or some other cause beyond the District’s control.

Section 4. Health, Dental, EAP, Vision Insurance

- a. Full-Time Employees will be eligible for group health, dental, EAP and vision insurance plans (“health insurance”) on the same terms and conditions and for the same cost as other eligible non-unit Employees and on terms as set forth in applicable plan documents and as those plans may be changed from time to time during the term of this Agreement.
- b. The Employer may change the health insurance plans and/or provider(s) each January 1, except that the Employer has the right to modify the insurance plans at any time where the insurance provider or governmental self-insurance pool imposes changes on its own. In the event the employer changes insurance plans and/or providers, the employer will notify the Union.
- c. The following cost sharing apply:

Cost of “Employee Only” Coverage:

Full-Time Employees hired prior to January 1, 1994:

The District shall pay 100% of the cost of insurance premiums

Full-Time Employees hired on or after January 1, 1994:

The District shall pay 90% of the cost of insurance premiums and the Employee shall pay 10% of the cost of insurance premiums

Cost of “Employee & One Child” Coverage:

The District shall pay 81% of the cost of insurance premiums and the Employee shall pay 19%.

Cost of “Employee and Spouse” Coverage:

The District shall pay 78% of the cost of insurance premiums and the Employee shall pay 22%.

Cost of “Employee and Family” Coverage:

The District shall pay 75% of the cost of insurance premiums and the Employee shall pay 25%.

If the monthly premiums for group health care coverage increase by more than 15% over the premium costs for the prior year, such excess shall be shared 50/50 by the Employer and Employee and, in that case, the cost sharing set out above will no longer apply.

- d. A Full-Time Employee who elects coverage shall be enrolled in the group policy pursuant to the eligibility requirements set forth in the plan document.
- e. In the event an Employee is absent from work without compensation for a period of time in which their paycheck will not cover their share of insurance premiums, the Employee is responsible to make arrangements in advance with the District to make payment for their portion of the premium.

If the Employee goes on permanent disability or his/her employment is terminated, all benefits cease, including the District’s portion of insurance premiums as of the date of that change in employment status.

Section 5. Life Insurance

The District shall pay for life insurance for Full-Time Employees on such terms and in such form and amounts as shall from time to time be prescribed by the Employer’s Board of Commissioners. Full-Time Employees are eligible to enroll in the life insurance plan pursuant to the eligibility requirements set forth in the plan document.

The terms of any contract or policy issued by an insurance provider or by a governmental self-insurance pool shall be controlling in all matters pertaining to benefits provided in this Article.

Section 6. Limit on Employer Liability for Insurance Benefits

The Employer’s only obligation under this Article shall be to pay its share of the premiums for the insurance benefits described above. With respect to the insurance benefits discussed in this Article, the failure of any insurance provider(s) or governmental self-insurance pool to provide any benefit for which it has contracted or for which it is responsible shall result in no liability to the Employer, nor shall such failure be considered a breach by the Employer of any obligation undertaken under this Agreement.

The terms of any contract or policy issued by an insurance provider or by a governmental self-insurance pool shall be controlling in all matters pertaining to benefits provided in this Article.

Section 7. Presentation of Alternative Health Insurance Plans

During the term of this Agreement either party may present to the other alternative health insurance plans for unit Employees. In such case the parties agree to meet and discuss the proposed

alternative(s) and the parties may agree to change health insurance plans for unit Employees. The parties agree that this section does not contemplate negotiation or bargaining during the term of this Agreement over proposed alternative insurance plans, but is intended to allow the parties to explore options that may lead to cost savings, improved benefits or other positive results.

Section 8. Service Awards

All eligible Full-Time Employees shall receive Service Award pay approved by the Executive Director on recommendations by the Superintendents and according to the following pay schedule:

Years of Service	
5 - 9	\$200
10 - 14	\$300
15 - 19	\$400
20 - 24	\$500
25 - 29	\$600
30+	\$700

The above amounts are in addition to the normal wage or salary of an Employee regardless of his/her classification. Employees whose evaluations for the current fiscal year have resulted in their receipt of an "unsatisfactory" or "below expectations" service rating shall not be eligible for Service Award pay.

For purposes of this plan, years of service will be as of December 31st. Probationary time will be included as continuous service time. The Service Award will be paid during the month of December.

ARTICLE XIV - GENERAL PROVISIONS

Section 1. Outside Employment

Employees may have outside employment provided it does not interfere with an Employee's performance of District duties or present a conflict of interest. Full-Time employees must notify their immediate supervisor in writing and obtain approval prior to engaging in the activity. Part-Time employees are expected to bring it to the attention of the Full-Time supervisor if the activity may have the potential of a conflict.

Section 2. Labor Management Conferences

- a. The Union and the District agree that in the interest of harmonious labor-management relations, they will meet to discuss matters of mutual interest when the need arises. Either party may request a meeting at least seven days in advance by placing in writing a request to the other for a labor- management conference and providing the agenda for such a meeting. Labor- management conferences shall be limited to: (1) discussion of the implementation and general administration of this Agreement; and (2) sharing of general information of interest to the parties.
- b. The parties agree that labor-management conferences shall not involve pending or past grievances or negotiations to change any term of this Agreement.
- c. Each party may be represented by up to three people. Union representatives must be unit Employees or Union agents. Employees who attend shall be compensated only if the meetings are held during regular working hours.

Section 3. Clothing Allowance.

- a. The District may, consistent with past practice, continue to provide District apparel each year to all bargaining unit Employees.
- b. The District shall provide a clothing allowance in the amount of \$225 for the following Part-Time positions, covered under this agreement, provided they are in the Bargaining Unit on or before January 2 each year:

Courier
Maintenance Building Attendant
Park Maintenance Assistant

- c. The annual clothing allowance shall be \$400 for the following Full-Time positions provided they are in the Bargaining Unit on or before January 2 each year:

Building Custodian
Facility Maintenance I
Facility Maintenance II
Facility Operations Technician

Horticultural Foreperson
Mechanic
Park Maintenance I
Park Maintenance II
Park Operations Technician

- d. The following items are considered Personal Protective Equipment (PPE) and will be provided or available to certain staff that require the specified equipment to safely perform their job: insulated pants, coveralls/overalls, chaps, aprons, gloves, and safety glasses. Upon separation of employment or in the event the Employee is no longer required this specified PPE, these items shall be returned to the District.

The brand or style of the PPE as well as the determination of which staff are required to use this equipment is at the sole discretion of the District. In order for the District to replace worn items, the item needing replacement must be turned in. Replacing lost or abused PPE will be the responsibility of staff

Management reserves the right to supply an equivalent value of apparel or alternatively provide payment to the Employee. The clothing allowance is not intended to be of value to cover all work related apparel; rather it is intended to offset the cost of clothes that become worn out quickly due to the nature of work. Employees are required to comply with the District's clothing and uniform policy at all times.

Section 4. Cell Phone and Cell Phone Reimbursement

- a. The District will provide cell phones to Full-Time Employees who work outside a District facility. The District may also, in its discretion, provide a cell phone to other Employees. Employees who are required to carry a cell phone may elect to receive a monthly stipend in the amount of \$50 in lieu of the District owned cell.
- b. The parties agree that District-provided cell phones are to be used exclusively for work-related purposes, but may be used for personal reasons in cases of emergency. The District may discipline an Employee who abuses the use of a District-provided cell phone for non-work-related reasons.
- c. The parties further agree that Employees may be held responsible for a lost or damaged District cell phone. In appropriate circumstances including, but not limited to, Employee neglect, carelessness or intentional damage, the District may hold an Employee financially responsible, including payroll deductions, for cell phone replacement and/or may issue discipline.
- d. The District may, during the term of this Agreement, implement a two-way (or similar) radio system in place of or in conjunction with cell phones.

Section 5. Continued Use of District Facilities

Unit Employees will be allowed access to District facilities and discounts on the same terms applicable to all other non-unit Employees. The parties agree that the Employer may in its sole discretion make any changes in the terms and conditions of its policy on access to facilities and discounts and that all such changes shall apply to unit and non-unit Employees. The parties further acknowledge that Full-Time unit Employees and Part-Time unit Employees will be entitled to the same level of access to facilities and discounts as applicable to Full-Time non-unit Employees and Part-Time non-unit Employees, respectively.

Section 6. Continued Education

The District will provide reimbursement for education under the same terms and conditions as set forth the policy manual.

Section 7. Union Bulletin Boards & Distribution of Announcements

A Union bulletin board will be placed in all District facilities in which a bargaining unit member reports to work. These boards will be supplied by the union and installed by District Staff. The exact location, size and style of such boards will be subject to District approval. Only union information can be placed on the boards and no defamatory, obscene malicious, false or illegal content will be permitted. A copy of all postings must be provided to the Buildings and Grounds Superintendent or Human Resources Director prior to posting. It is preferred that the bulletin board be lockable in order to prevent unauthorized postings; however if the board is not lockable the District has the right to remove inappropriate postings.

The Union will be allowed to distribute Union announcements through their Union Stewards provided that the distribution is conducted during non-work time on behalf of the Union Steward and non-work time on behalf of the recipient union member.

Section 8. Surveillance Cameras, Geographic Positioning Systems (GPS) and other Systems

The parties agree that the District may install surveillance cameras, GPS and any other necessary safety or security device or system to assist the District in assuring the safety and security of its patrons, Employees, and District property and equipment. The District shall provide the Union with written notice prior to the installation and use of any video surveillance or GPS equipment in exclusively non-public Employee work areas, not currently installed; provided, however that the District shall not be required to provide the Union with notice of the installation and use of such equipment, including but not limited to covert video surveillance or GPS equipment if pursuant to a criminal investigation.

Any information obtained from a surveillance camera, GPS or other safety or security device or system may be used by the District for any purpose including but not limited to discipline. The District will provide, upon request, an authorized Union representative an opportunity to review information obtained from a surveillance camera or other safety or security device or system, if any, relied upon by the District to discipline a represented Employee.

ARTICLE XV - COMPLETE AGREEMENT

This Agreement represents and constitutes the complete agreement between the parties on the subject of the collective bargaining relationship between the parties. It may be amended only by a written memorandum (side letter) signed by authorized representatives of the parties in which it is declared that such writing is an amendment to or replacement of this Agreement.

The District's employee handbook and personnel policies shall apply to bargaining unit employees. If there are any conflicts between the handbook and/or personnel policies and this collective bargaining agreement, this agreement shall control.

All side letters presented shall be submitted in writing and sent via e-mail and/or by certified mail by the moving party. All side letters must be signed by both the Executive Director of the District or her designee and by the union.

To the extent matters may not have been raised or pursued by either party during these negotiations, each party acknowledges that it was not prohibited or precluded by the other party from raising or pursuing such matters, and, therefore, each party clearly, expressly and unequivocally waived, and now clearly, expressly and unequivocally waives its rights to bargain with respect to any matter which is set forth in this Agreement, or to bargain further with respect to any matter which is not set forth in this Agreement unless such subject was not within the knowledge or contemplation of both of the parties prior to the ratification of this Agreement. If this results in any mid-term discussions, Article V shall remain in full force and effect. Numbers, letters, headings and captions are for reference only and form no part or aid to interpretation of this Agreement.

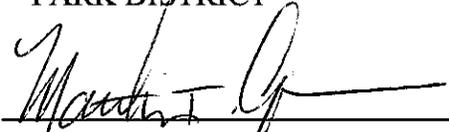
ARTICLE XVI - SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial, legislative, or administrative action, or by any existing or subsequently enacted federal, state or local 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 or unenforceable; provided, however, that during or after such negotiations Article V shall remain in full force and effect.

ARTICLE XVII - DURATION

This agreement shall take full force and effect April 23, 2021 through and including February 15, 2024 and thereafter from year-to-year unless sixty days prior to such date either party gives notice in writing of a desire to terminate or amend this agreement.

PARK RIDGE
PARK DISTRICT





SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 73



LETTER OF AGREEMENT

Reopener Negotiations

The parties have agreed to conduct wage reopener negotiations as set forth in Article XIII. The parties agree that if either party gives notice to reopen under Article XIII, Section d., the following wage provisions shall apply and the parties shall be restricted to negotiating the amounts of pay increases and performance incentive awards, if any.

Wage Increases

1. If as a result of reopener negotiations the parties agree to a wage freeze for unit Employees, then the parties further agree that all District Employees' wages will be frozen. The preceding sentence shall not apply to any contract or agreement between the District and its Executive Director nor shall it prohibit the District from compliance with any minimum wage adjustment as required by law.

2. Employee wage increases for the 2021 fiscal year shall be based on their 2020 performance evaluations and wage range in accordance to the following:
 - a. Salary Ranges: For 2021, for Full-Time Employees, the Board of Commissioners has approved a 2% increase in the salary ranges over 2020.
 - b. Merit pool: For 2021, the Board of Commissioners has approved a 3% maximum pool effective July 1, 2021.
 - c. If as a result of this increase an Employee would have otherwise exceeded the range maximum, the Employee will be brought to the maximum and receive the balance in a lump sum payment.
 - d. All increases are subject to meeting the District's 3% maximum pool.

LETTER OF AGREEMENT

Additional “Official Holidays”

Christmas Eve and New Year’s Eve shall be recognized as full day “District Observed Holidays” in the year 2021 only and will be observed on December 23 and December 30 respectively due to the 2021 calendar. To be eligible for these additional “District Observed Holidays”, the employee must have been employed in a Full-Time status by the District on December 31, 2020.

APPENDIX A - EMPLOYER'S DISCIPLINE RULES

CHAPTER V DISCIPLINE, DISCHARGE, LAYOFFS, RESIGNATION

1. DISCIPLINE AND DISCHARGE

All Employees are expected to meet the Park District's standards of work performance, engage in acceptable conduct and to perform assigned duties under the policies, guidelines and rules contained in this Manual satisfactorily. In addition, Employees are expected to follow any other Park District policies, rules and guidelines, performance standards, the directions of his/her Supervisors, and to act in accordance with federal, state and local law. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with the Park District's policies and procedures.

If an Employee does not meet these standards, the Park District may take corrective action, other than immediate discharge under the appropriate circumstances. The intent of corrective action is to document problems formally while providing the Employee with a reasonable time within which to improve performance. The process is designed to encourage development by providing Employees with guidance that need improvement such as work performance, attendance problems, attitude, personal conduct, general compliance with the Park District's policies and procedures and/or other disciplinary problems.

Although not required or guaranteed, some form of progressive discipline may be used if deemed appropriate by the Park District. Such actions will range from oral warnings to discharge. An Employee may be discharged, however, after a progressive disciplinary action has not changed any substandard performance or misconduct on the Employee's part. Notwithstanding the Park District's option to use progressive discipline, the Park District is not required to do so and may, in its sole discretion, forego lesser forms of discipline at any time and/or proceed immediately to any form of discipline, up to and including discharge.

While the Park District hopes and expects the need for disciplinary action will be rare, when an Employee's job performance, attitude, or conduct falls short of established standards, the District will not hesitate to take appropriate action.

A. EXAMPLES OF DISCIPLINE:

1. **Oral Warnings:** An Employee's Supervisor(s) may issue oral warnings. Oral warnings are issued to express disapproval of conduct or poor work performance and/or attendance, to clarify applicable procedures or guidelines, and to warn Employee that repetition of the conduct or failure to improve work performance and/or attendance, to clarify applicable procedures or guidelines, and to warn an Employee that repetition of the conduct or failure to improve work performance and/or attendance may result in more severe discipline, up to and including discharge. The Supervisor imposing the oral warning will discuss the warning with the Employee and suggest how to correct the offending conduct. Documentation of an oral warning may be placed in an Employee's personnel file.

2. Written Warnings: An Employee's Supervisor(s) may issue written warnings. Written warnings consist of a conference between the Employee and the Supervisor imposing the warning and a written memorandum expressing disapproval of the conduct or poor work performance that led to the written warning. The memorandum will warn that continued improper conduct or poor work performance will result in more severe discipline, up to and including discharge.

Written warnings will be used for situations including, but not limited to, poor work performance, poor attendance, repeated misconduct of a minor nature, or serious misconduct that in the Park District's opinion does not warrant suspension or discharge.

An Employee is required to sign the written warning indicating receipt of the warning and his/her understanding of the reason for the warning. The Employee will also be given an opportunity to provide written comments on the form. If he/she refuses to sign, another Supervisor will be asked to witness the refusal. A copy of the written warning will be placed in the employee's personnel file.

3. Suspension: A suspension is defined as temporarily relieving an Employee from duties. Depending on the circumstances, a suspension may be with or without pay, in the sole discretion of the Executive Director.

Administrative Review Suspension

In the sole discretion of the Executive Director, Employees may be suspended or reassigned from performing their normal duties during the Park District's investigation into an Employee's conduct, an accident, an incident, or an accusation. The reassignment or suspension will be effective until the investigation is completed. If the Employee is suspended, the suspension will be considered unpaid leave, unless the investigation results in no disciplinary action against the employee in which case the Employee will be compensated all unpaid time off.

Disciplinary Suspension

The Supervisor(s) imposing the disciplinary suspension will meet with the Employee and give the Employee a written memorandum outlining the details of the suspension, including without limitation, the reasons for and duration of the suspension. During this meeting, the Employee will be given an opportunity to respond to the reason(s) for his/her suspension. The duration of the suspension shall be determined in the sole discretion of the Executive Director. Unpaid suspension of non-exempt Employees will be based on daily increments. To the extent permitted by law, unpaid suspensions of exempt Employees will be based on weekly increments except in instances of infractions of workplace conduct rules. Unpaid suspensions of exempt Employees for infractions of workplace conduct rules may be based on daily increments.

The Employee is required to sign the written notice of his/her suspension indicating receipt and understanding of the reason(s) provided in the suspension memorandum. The Employee will also be given an opportunity to provide written comments on the notice. If the Employee refuses to sign, another Supervisor will be asked to witness the refusal. A copy of the notice will be placed in the Employee's personnel file.

Employees may use accrued compensatory, vacation, or personal leave during an unpaid suspension; however, the Park District will not advance any leave to a suspended Employee.

4. Demotion: Demotion is the permanent reduction in grade or class of employment with a corresponding permanent reduction in salary.

Demotion may be used to punish serious misconduct that does not warrant discharge, and may be used in conjunction with or in addition to other forms of discipline.

Superintendents may demote Employees with the approval of the Executive Director. An Employee may request to be demoted.

5. Discharge: Discharge is the termination of employment initiated by the Park District. An Employee may be discharged for any lawful reason at any time. All Park District Employees serve at the will of the Park District.

Generally, if an Employee is discharged, he/she will receive written notice of the reasons for his discharge including effective date and time of discharge. Under ordinary circumstances, the Employee's Supervisor or designee will meet with him/her, explain the reasons for the discharge, and offer the Employee the opportunity to respond. The employee is required to sign the written notice of the discharge indicating receipt of the notice and understanding of the reason for the discharge. If the Employee refuses to sign, another Supervisor may be asked to witness the refusal. A copy of the notice will be placed in the Employee's personnel file. The Employee may further respond to those charges, if any, through the formal review procedure outlined below.

B. EXAMPLES OF REASONS FOR DISCIPLINARY ACTION

An Employee may be warned, suspended, and/or discharged whenever it is determined, in the Park District's sole discretion, to be in its best interest. Nevertheless, listed below are some examples of reason for disciplinary action. This list, however, does not constitute an exhaustive list of all of the acts that may subject an Employee to disciplinary action including discharge and does not change the employment-at-will relationship between the Employee and the Park District. Instead, the following list sets forth some of the more typical cases that arise in the course of an employment relationship. They include, but are not limited to, the following:

1. Failure to adhere to Park District policies and/or procedures including without limitation safety policies, ordinances and procedures.
2. Absence from duty without permission, habitual tardiness, excessive absenteeism, or misrepresentation of material facts relating to the use of leave.
3. Extending breaks or lunches and/or not taking breaks or lunches at scheduled times.
4. Leaving job during working hours without permission.
5. Failure to obey any lawful official rule, regulation or order, or failure to obey any proper direction made or given by your Supervisor(s).
6. Inability or unwillingness to take orders from Supervisor(s).
7. Uncooperative, hostile or discourteous attitude or conduct toward a Supervisor(s), the Board, co-workers or members of the public or threatening or striking any person who is in or on Park District property or participating in Park District activities.
8. Wasting working time or willfully damaging or destroying Park District supplies,

- material, vehicles, equipment, tools, or other Park District property.
9. Failure to wear uniform or safety equipment (e.g. safety shoes, glasses, goggles and/or face shield) as required by this manual and/or department manuals, rules and/or procedures or the failure to wear appropriate clothing for duties as required by this manual or department manual, rules and/or procedures.
 10. Endangering ones' safety and/or the safety of others because of failure to act properly and safely in the performance of job duties.
 11. Failure to follow any federal, state, local or Park District law, rule or regulation while on duty or while in or on Park District property or engaging in criminal activity while on duty or while in or on Park District property.
 12. Failing to report an accident or known hazardous condition to the Immediate Supervisor.
 13. Gambling or fighting while on duty.
 14. Being under the influence or possession of intoxicants or illegal drugs while on duty or on Park District property or failing to notify the Park District that legal drugs are being taken, when such notice is required.
 15. Theft or misappropriation or the careless, negligent or improper use of funds or property belonging to Park District, fellow Employees or the public, including misuse or improper use of credit cards, procurement cards or charge accounts.
 16. Possession of weapons in or on Park District property or while on duty.
 17. Felony conviction.
 18. Incompetent, inefficient or negligent performance of duties; inability or failure to perform duties properly.
 19. Failure to maintain a valid driver's license or other license or certification required for the position or as provided in this Manual.
 20. Smoking in or on Park District property.
 21. Harassment of other Employees or members of the public.
 22. Dishonesty; lying to Park District personnel or falsifying or providing misleading information of forms, records or reports provided to or on behalf of the Park District including without limitation accident reports, employment applications/resumes, financial reports, reimbursement reports and departmental reports.
 23. Time card or sign-in book violations.
 24. Unauthorized possession, use or copying of any records that are the property of the Park District.
 25. Sleeping on duty.
 26. Violation of Employee policies, rules or guidelines or engaging in any conduct determined by the Park District in its sole discretion not to be in its best interest.
 27. Any violation of policies or procedures regarding the privacy of individually identifiable health information (or protected health information), as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
 28. Failure to submit required written reports.
 29. Failure to respond to any call when on duty.
 30. Representing personal opinions as those of the District.
 31. Failing to report on 'date of return' from leave of absence.
 32. Abuse of discount privileges.
 33. Failure or refusal to take appropriate disciplinary action for infractions of work rules, policies, procedures and any other applicable regulations.