



# Collective Bargaining Agreement

between

**Worth Park District  
and  
Service Employees  
International Union Local 73**

For the  
**Parks Department**

May 1, 2020 - April 30, 2023

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**ARTICLE 1.           PREAMBLE ARTICLE**

This Agreement is entered into by and between the Worth Park District, an Illinois municipal corporation (hereinafter the "District") and Service Employees International Union Local 73 (hereinafter the "Union"). It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote an orderly and harmonious relationship between the District, the Union and the bargaining unit employees.

It is the intent and purpose of the parties to set forth herein their full and entire Agreement covering wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of employees; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the District.

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

**ARTICLE 2.           RECOGNITION**

Section A. Bargaining Unit Described: The employees represented by the Union ("bargaining unit") are as follows

Included: All full-time regular employees in the position of Parks Maintainer I.

Excluded: All other positions employed by the Worth Park District, as well as short-term, supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act.

When used herein, the terms "employee" or "employees" refer to those individuals working for the District who are members of the bargaining unit.

Section B. Exclusive Bargaining Agent: The District recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit described in Section A above. The Division Director of the Public Works Division of the Union, and/or any representative he/she designates, shall be the official spokesperson for the Union in any matter between the Union and the District.

Section C. Use of Masculine Pronoun: The use of the masculine pronoun in this Agreement or any other document is understood to be for clerical convenience only. It is further understood that the masculine pronoun includes the feminine pronoun as well.

Section D. New Employee Information: The District agrees to make available to the Union a list of all new employees hired within the bargaining unit. The District also agrees to furnish the Union with a new hire's home address, date of hire and telephone number. Reasonable time shall be granted for one (1) Union Representative and one (1) Union Steward to make a presentation at a new employee's orientation on behalf of the Union for the purpose of identifying the

organization's representation status, organizational benefits, facilities, and related information and distributing and collecting membership applications. This time is not to be used for discussion of labor/management disputes. The Union Steward shall be given time off with pay for the time required to make the presentation. The Employer will provide the Union reasonable notice of the place and time of meetings for the orientation of new employees. All new employees shall be offered the opportunity to attend a new employee orientation.

Section E. Non-Discrimination: It is recognized that in accordance with applicable law, neither the District nor the Union shall unlawfully discriminate against any employee covered by the terms of this Agreement because of race, sex, age, religion, creed, color, disability, national origin, marital status, political status, or membership or non-membership in the Union. Any alleged violation of this Section shall be grievable, but not arbitrable.

No employee covered by this Agreement shall be intimidated, coerced, restrained, reprimanded, penalized or discriminated against in any manner because he has exercised his or her rights and privileges provided for in the terms of this Agreement, including but not limited to the processing of grievances.

### **ARTICLE 3. MANAGEMENT RIGHTS**

The District possesses the sole right and authority to operate and direct the employees of the District and its various operations in all aspects, including, but not limited to, all rights and authority held and/or exercised by the District prior to the execution of this Agreement. These rights include, but are not limited to: the right to determine its mission, policies, to set forth all standards of service offered to the public, and to determine the amount of the budget to be adopted annually; to plan, direct, control and determine the means and places of operations or services to be conducted by the employees of the District; to determine the places, methods, means, number of personnel needed to carry out the District mission; to schedule and assign work; to direct the working forces; to assign overtime; to hire, to assign; to promote, suspend, discipline or discharge for just cause; to lay-off or relieve employees, to make, publish and enforce reasonable rules and regulations which shall not nullify the express guarantees of this Agreement; to introduce new or improved methods, equipments or facilities; to contract out for goods and services; to establish work, productivity and performance standards; provided that the District's exercise of its management rights shall not conflict with any of the express terms of this Agreement.

The District also retains its management right and responsibility to maintain reasonable personnel practices, rules and regulations, whether by policy, ordinance or otherwise, and to institute, implement and amend such policies. All such policies currently in existence, or hereafter implemented or amended from time to time which are not mandatory topics of bargaining, shall not be vitiated by this Agreement, except where a specific express provision of this Agreement covers the same subject matter and conflicts with such District policy. In the event that this Agreement should be directly in conflict with any District personnel policy, from whatever source, this Agreement shall supersede and shall be effective with regard to the employees covered herein for the term of the Agreement.

**ARTICLE 4.           INTRODUCTORY WORK PERIOD**

Newly hired employees shall serve an introductory work period of one hundred and twenty (120) calendar days of service following the date of hire during which time such employees may be disciplined or separated from employment without regard to any protections of this Agreement or District policies, nor may such action be the subject of any grievance under this contract. New employees shall be covered under the terms and conditions of employment as set forth in the Agreement except that they may be disciplined or discharged without recourse to the grievance procedure.

**ARTICLE 5.           EMPLOYEE DISCIPLINE**

Section A. Just Cause: Employees shall not be disciplined or discharged except for just cause.

Section B. Disciplinary Records: Records of oral and written reprimands shall be removed from an employee's personnel file and stored in a separate file by the District one (1) year after the date that the reprimand was issued provided that there have been no further occurrences of the same or similar offenses which gave rise to the reprimand.

Section C. Inspection of Personnel File: Employees may inspect their personnel files retained by the District consistent with the requirements of the Illinois Personnel Records Review Act.

**ARTICLE 6.           HOURS OF WORK/PREMIUM RATES**

Section A. Work Schedules: All full-time employees shall be subject to a flex schedule, consisting of forty hours per week, exclusive of overtime. The District reserves the right to implement seasonal or permanent changes to the schedule of bargaining unit employees to a Tuesday through Saturday or Sunday through Thursday work week for all employees.

Should it be necessary, the District shall retain the right in the interest of efficient operations, to establish a temporary daily or weekly work schedules departing from the normal work day, or work shift or the normal work week, provided that, except in exigent circumstances beyond the District's control, changes in schedules shall be posted not less than two (2) weeks prior to their effective date and provided that bargaining unit members shall not be assigned to a temporary work schedule of Saturday or Sunday on more than four (4) occasions throughout the year.

Part-time employees shall be scheduled and assigned on an as needed basis. All part-time employees currently employed by the Park District upon ratification of this initial Agreement shall work a minimum of two (2) hours per shift.

Section B. Work Week: The normal work week is Sunday through Saturday, and shall consist of five (5) consecutive workdays for full-time employees and hours as assigned for part-time employees. The normal work day for full-time employees consists of eight (8) hours of work, with one hour unpaid lunch period; within a twenty-four (24) hour period beginning midnight of the day the shift begins. There shall be no other breaks throughout the work day unless otherwise required by law.

Section C. Overtime: All work performed in excess of a forty (40) hour workweek shall be considered overtime. For purposes of defining the 40-hour workweek, "hours worked" shall include paid leaves such as, but not limited to, sick time and vacation. Overtime shall be paid at a rate of time and one-half (1-1/2) the employee's regular hourly rate of pay for each overtime hour worked or two times the rate of pay if working on a holiday.

Section D. Assigning Overtime: The District shall first attempt to assign scheduled overtime work to qualified employees on a volunteer basis. If the overtime work opportunities cannot be filled on a voluntary basis, the District reserves the right to schedule overtime work as required, provided that reasonable attempts shall be made to equalize overtime assignments among qualified members of the bargaining unit. Any overtime requests by the District shall be mandatory after the District has attempted to fill the overtime work opportunities voluntarily. Refusal to report for mandatory overtime assignments may subject the employee who fails to report to discipline.

Section E. Call Backs: A Call-back overtime assignment is defined as an unscheduled assignment of work that does not continually precede or follow the employee's regularly scheduled working hours. Any employee covered by this Agreement who is called back to work after having left work shall receive a minimum two (2) hours pay.

Section F. Prohibited Compensation: Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section G. Construction of this Article: This Article is intended to define the normal time of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Section H. Meal Period: All employees shall, except upon mutual agreement, be granted a one (1) hour unpaid meal period during each eight (8) hour shift. Whenever possible, this meal period shall be scheduled near the middle of the shift.

## **ARTICLE 7.           SENIORITY**

Section A. Definition: Seniority shall be defined as an employee's length of continuous service with the District since his/her most recent date of hire. Full-time and part-time employees shall have separate seniority lists and may exercise their seniority only among themselves (i.e. full-timers among the rank of full-time employees and part-timers among the ranks of part-time employees.

New employees who satisfactorily complete their probationary periods shall become regular, full-time or part-time employees. They shall be credited with seniority from their original date of employment.

Part-time employees who are promoted to full-time employment shall be credited with their part-time seniority on a pro-rata basis.



Section B. Termination of Seniority and Employment: Seniority and the employment relationship shall be terminated when an employee:

1. Resigns.
2. Retires.
3. Is discharged for just cause.
4. Is laid off and fails to report for work within fourteen (14) calendar days after having been notified of the recall.
5. Does not report to work immediately following termination of a scheduled vacation, bereavement, jury, military, or sick leave, except for circumstances beyond his/her control.
6. Is laid off for a period in excess of two (2) full years or, if employed less than two (2) years, for a period of time equal to the length of his/her employment.
7. Is unable to return to his/her full work duties after sustaining a work-related or non-work related accident, injury or illness after reaching maximum medical improvement.

## **ARTICLE 8.            LAYOFFS**

Section A. Reductions in Force/Order of Layoffs: The District in its discretion shall determine whether reductions in force (which shall be defined to include a substantial reduction of hours of work) are necessary. Reductions in force shall ordinarily be for lack of work and/or lack of funds. In the event of a reduction in force, the District shall first inquire as to whether there are employees who, for personal reasons, prefer to voluntarily resign within time periods that will make layoffs unnecessary. Thereafter, if further layoffs are necessary, employees will be laid off in the following order:

1. Introductory status employees in the bargaining unit.
2. Part-time employees in the bargaining unit in order to hire part-time seniority; and
3. In the event of further reductions in force, full-time employees will be laid off in reverse order of their full time seniority (most junior first) provided employees retained on the job have sufficient ability to perform the work.

The District shall give as much notice as possible, but not less than two (2) weeks' notice of the impending layoff to affected employees. In lieu of two weeks (or portion thereof) notice, the District may elect to give the employee two weeks (or portion thereof) pay.

Section B. Recall List: Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

Section C. Notice of Recall: Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail, provided that the employee must notify the Board President or his designee of his intention to return within four (4) calendar days after receiving notice of recall, The District shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or

registered mail, return receipt requested, it being the obligation and responsibility of the employee to provide the District with his latest mailing address.

**ARTICLE 9.            HOLIDAY AND PERSONAL DAYS**

Section A. Holidays: The legal holidays for the District's full-time employees shall be:

New Year's Day	Thanksgiving Day
Good Friday	Thanksgiving Friday
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

Employees shall have four (4) personal days to use throughout the year. They will become available on January 1<sup>st</sup> of each year and will expire on December 31<sup>st</sup>. They will not roll over from year to year.

Holidays falling on a Saturday or Sunday shall be observed as determined by the Director of Parks and Recreation with each employee.

Section B. Compensation for Working on Holidays:

Holiday compensation will be paid at an eight (8) hours straight time rate to all regular and introductory status full-time employees. In some cases, due to District requirements, employees may be asked to work on these holidays. In those cases, the employee will be compensated at time and one-half rate for any actual time spent working, along with the holiday pay. Therefore, if an employee works on one of the designated holidays mentioned in this Article, that employee shall receive double their hourly rate.

If a holiday falls during an employee's scheduled vacation leave, the employee need not charge that day to vacation leave.

Before an employee shall be entitled to holiday pay, the employee must work the scheduled work day preceding and following the holiday unless said absence has been previously authorized for a scheduled vacation, verified illness, bereavement leave or other verified leave.

**ARTICLE 10.            VACATIONS**

Section A. Vacation Accrual Schedule: Vacation for regular full-time employees may be taken after successfully completing the twelve-month initial employment period. Regular full-time employees shall accrue vacation based upon their years of services, as follows:

3 months-1 year...3 days  
1 year through 4<sup>th</sup> year...10 days  
5<sup>th</sup> year through 9<sup>th</sup> year...15 days  
10<sup>th</sup> year through 14<sup>th</sup> year...20 days

15<sup>th</sup> year or more...25 days

Vacation time shall not be accrued during an employee's extended illness or during a leave of absence exceeding 30 days.

Section B. Vacation Time Usage and Accrual: Unless otherwise approved by the Director of Parks or his designee, vacation leave must be requested in writing not less than fourteen (14) days in advance, and shall be taken by the eligible employee upon approval of the Director of Parks or his designee, at a time that will not interfere unreasonably with the operation of the department. Unless otherwise specifically approved by the Director of Parks or his designee, vacation time shall be taken in at least one day increments. Employees are expected to utilize vacation leave within one (1) year of its accrual, and may not carry over vacation days from year to year. In extreme cases where the employee is unable to exhaust their vacation time due to the needs of the Worth Park District, the Board of Commissioners, may approve monetary compensation in lieu of time off.

Vacation time may be used in four (4) hour increments.

Section C. Vacation Accrual During Layoffs: Vacation credit shall not be accumulated during any layoff.

Section D. Vacation Scheduling: The Director of Parks or his designee shall establish a vacation schedule sufficiently early in each year so as to minimize disruption of the work to the department. The Supervisor/Director shall approve submitted requests within 3 business days, or in a reasonable period of time if either are absent

Section E. Emergency Recall: In case of an emergency, the Director of Parks or his designee may cancel and reschedule any or all approved vacation leaves in advance of their being taken and/or may call back an employee from a vacation in progress.

## **ARTICLE 11.           LEAVES OF ABSENCE**

Section A. Bereavement Leave: Employees who wish to take time off due to the death of an immediate family member shall notify their supervisor immediately. Up to three (3) days or five (5) days if the death is over 250 miles of bereavement leave will be provided to full-time bargaining unit members to be taken at the time of the death of the family member. Immediate family members shall include the employee's spouse, civil union partner, child, stepchild, parent, grandparent, sibling, grandchild, parent-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law. If necessary, an employee may use additional sick time or leave without pay, if they are out of sick time, at the time of death of an immediate family member and such request shall not be unreasonably denied.

Section B. Jury Duty: An employee called to serve jury duty shall remit to the District any monies received as jury duty pay and the District shall pay the employee his straight-time hourly rate for all hours missed from work, up to eight (8) hours per day, as a result of such jury service. Employees summoned to jury duty shall notify the Director of Parks or his designee of receipt of

the summons as soon as he receives it. Employees shall continue to accrue all benefits provided in this Agreement for the first 30 days of jury duty.

Section C. Military Leave: Park District employees who are members of the State of Illinois or U.S. Armed Forces or Reserves shall be entitled to all leave and benefits provided to them pursuant to applicable State and Federal law.

## **ARTICLE 12.        SICK LEAVE**

Section A. Accrual: Sick leave for regular full-time employees shall accumulate effective from the first day of employment at the rate of eight (8) hours of sick leave for each month worked. Employees shall be permitted the use of up to one hundred-four (104 ) hours of sick leave per year consistent with Section B of this article. Sick leave may be accrued up to a maximum of 1,920 hours of sick leave. Upon separation of employment for any in Article 7, Section B, any accumulated sick leave will not be compensated.

Section B. Use of Sick Leave: Sick leave may be granted for any of the following reasons:

1. An employee's illness or injury of an incapacitating nature sufficient to justify absence from work.
2. If approved by the management, an employee's medical or dental appointment which cannot be scheduled outside of working hours.
3. Absence required by serious illness or disability or a member of the employee's immediate family. The immediate family is defined as husband, wife, father, mother, son, daughter, sister, brother, half-brother, half-sister, grandmother, grandfather, grandchildren, or any permanent resident of the employee's Household including any relationship arising through adoption provided that the time off is necessary to provide care for this individual. It is understood that the employee bears the burden of providing justification for his/her absence. Approval for such absences shall not be arbitrarily or capriciously withheld.
4. Sick leave may be used in increments of one (1) or more hours.

Section C. Notices and Medical Certificates:

1. Notice: Notice of absence due to sickness or injury shall be given by the employee to the supervisor not less than two (2) hours in advance of the starting time for the scheduled work period unless it is beyond the employee's ability to do so. Failure to timely notify the employee's supervisor may result in the employee's ineligibility to receive payment for the absence.
2. FMLA Substitutions: At the time of giving notice of any absence provided under Section C, the employee must provide sufficient information for the District to ascertain whether the reason for the absence is a Family Medical Leave Act qualifying reason. If any absence under Section C qualifies for Family Medical Leave, the employee will be required to substitute any accrued paid leave for any Family Medical Leave.
3. Medical Certification: In the event sick leave is taken for more than two (2) consecutive days, the employee shall be required to furnish written confirmation of illness or injury

signed by a doctor at the employee's expense, and shall include a statement by the doctor as to the employee's physical or mental ability to return to normal duties at the employee's expense. The doctor's certificate may also be required during instances when sick leave abuse is suspected or where necessary to verify Family and Medical Leave Act eligibility.

Section D. Family and Medical Leave Act: It is understood the District is required to comply with the federal Family Medical Leave Act, 29 U.S.C. 2601, et sea.

## **ARTICLE 13. UNIFORMS**

Section A. Style: The District shall continue its current practice of providing certain uniform items to employees for the duration of this Agreement. When the District provides employees with uniform items, the District reserves the right to determine the style, color, make and model of the uniform items. Should the District change the style, color, make or model of the uniform items, then the District shall provide these new uniform items to the current employees.

Section B. Proper Work Appearance: Employees are expected to maintain a proper work appearance which is suitable to their responsibilities and position. All employees who are provided with uniforms are required to wear their uniforms and report to work clean and neat in appearance, unless this requirement is expressly waived by the District. For those employees issued uniforms or equipment, unauthorized additions or alterations to these will not be permitted. Any employee reporting to work dressed and/or groomed in such a way as to be disruptive to routine business, or who presents a safety hazard to himself and/or others, will be required to return home without pay to change into more appropriate attire. Employees may not wear attire which displays advertisements.

Section C. Replacement: The District shall replace all uniform items damaged in the line of duty or rendered unserviceable by normal wear and tear. Employees may be required to replace any uniform item at the employee's own expense if the item is damaged or lost as a result of his/her failing to properly use, care for or keep up such property.

Full-time employees will be allowed up to a \$150.00 boot replacement reimbursement, while part-time employees will be allowed up to a \$50.00 boot replacement reimbursement per fiscal year. Boots must be compliant with current Worth Park District safety regulations and members will be required to submit an original receipt in order to receive allowed reimbursement.

Section D. Return: All employees may be required to return all District-purchased uniform items and other District property at the time of termination of the employee from employment with the District.

## **ARTICLE 14. NO STRIKE**

Section A. Prohibited Union Activities: During the term of this Agreement, neither the Union nor any officers, agents or employees covered by this Agreement will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, sympathy strike, or any other interference with the work and the statutory function or obligations of the District.

Section B. Discipline: The Union agrees that the District has the right to deal with any such work interruption activity by imposing discipline, including discharge or suspension without pay on any, some or all of the employees participating therein, and/or any, some, or all of the employees participating therein.

Section C. Lock Out: The District will not authorize, institute aid, condone, or engage a lock out of any employees during the term of this Agreement.

Section D. Judicial Relief: Nothing contained herein shall preclude either party from obtaining judicial restraint, damages and cost from any source resulting from violations of this Article.

## **ARTICLE 15. GRIEVANCES**

Section A. Definition: A grievance is any dispute or difference of opinion between the District and the Union or any employee with respect to the meaning, interpretation, or application of the provisions of this Agreement, including employee discipline.

Section B. Process: When an employee wishes to exercise the right to initiate the process, the following procedure shall be implemented:

### Step 1: To Immediate Supervisor

The employee who has a grievance shall file it in writing. The grievance must be made within ten calendar days after the aggrieved actions occur or are discovered by the grievant using due diligence. Failure to file within this time shall waive any rights to the grievance process. The initial grievance shall be directed to the employee's immediate supervisor. The initial grievance shall include documentation and description of the factual basis for the grievance. The grievance shall include the specific section of the Agreement which the employee believes to be violated.

The supervisor shall be responsible for making inquiry into the facts and circumstances of the appeal and for providing the employee with a written decision within ten (10) calendar days after receipt of the grievance.

If the action being grieved was initiated by the supervisor, Step 1 shall not apply and the procedure may start with Step 2. If the grievance involves suspension, demotion or dismissal, the procedure may start at Step 2.

### Step 2: To Director

If the employee is dissatisfied with the response from his immediate supervisor, the employee may present the appeal to the Director or his designee. This action shall be made in writing to the Director and shall include all documents from Step 1. This must be done within ten (10) calendar days of receipt of the immediate supervisor's decision or, if no decision is rendered, within ten (10) calendar days of the date the decision was due.

The Director shall review the grievance and may conduct a separate investigation. The Director will render a written decision five (5) calendar days after the next regularly scheduled Board Meeting. A copy of this decision shall be provided to the employee involved and the Union.

### Step 3: Arbitration

After a grievant has exhausted the steps established above for the settlement of grievances, and the grievance remains unsettled, the Union may pursue arbitration.

Within ten (10) calendar days of the receipt of the Director/Designee's decision, the Union must file a notice of arbitration with the Director. The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of arbitration. In the event the parties are unable to agree upon an arbitrator within such time period, the parties shall jointly request the Federal Mediation and Conciliation.

Service to submit a panel of seven (7) qualified arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators. The District and the Union each have the right to reject one (1) panel of five (5) names in its entirety, and request that a new panel of seven (7) names be submitted. The parties shall alternately strike one name from the list, with the first strike being determined by a flip of the coin. The person remaining shall be the arbitrator.

The arbitrator shall be notified of his selection and shall be requested to set a time for the hearing subject to the availability of Union and District representatives. The District shall select the location for the hearing which shall be within the District limits. The District and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The District and the Union shall retain the right to employ legal counsel.

Immediately at the close of the arbitration hearing, if the arbitrator has a proposed appropriate solution, he must offer it to the parties. If either party is unwilling to agree, the arbitrator shall submit a written opinion and award within thirty (30) calendar days following the close of the hearing or the submissions of briefs by the parties, whichever is later.

The award of the arbitrator shall be binding. The fees and expenses of the arbitrator and the costs of a written transcript, if any, shall be divided equally by the parties, All other costs shall be paid by the party which incurs such costs,

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the specific provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issues submitted by the parties and shall have no authority to make a decision on any other issue not submitted.

Failure of the Union or the grievant to comply with time limits set forth above will serve to declare the grievance settled and no further action may be taken. Failure of the District

to respond within the time limits shall constitute a denial of the grievance and the grievant may proceed to the next step.

Section C. General: All grievance meetings shall be conducted during the grievant's normal working hours unless other arrangements are mutually agreed upon. Time limits in the grievance procedure may be extended upon mutual agreement of the parties.

## **ARTICLE 16. UNION RIGHTS**

Section A. Posting Notices: The District will make adequate space on a bulletin board at the Peaks Park Maintenance Garage for the posting of official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board, provided that if there is any objectionable material on the board, the supervisor will remove it and provide the Union with an explanation.

Section B. Union Representatives: The District agrees that one (1) accredited representative of the Union, whether Local Representative, Council Representative or International Representative, shall have reasonable access to the membership. The outside representative shall call the President or designee before his arrival and obtain prior approval before entering the premises. The representative shall not, in any way, disrupt or interfere with the operations of the District.

Section C. Unpaid Union Leaves of Absence: To the extent that there is no disruption in service, increase in costs or interference with operation, leaves of absence without pay may be granted to one (1) employee who is selected, delegated or appointed by the Bargaining Unit to (a) attend Union meetings, conventions or educational conferences, or (b) attend grievance meetings or appeal hearings.

Section D. Notice of Discipline (Loudermill): Before discipline is issued, unless egregious as defined by the Employer, the Employer must provide written notice of the charges and an explanation of the Employer's evidence two (2) business days prior to any disciplinary meeting. The accused employee will have a meaningful opportunity to respond, to correct factual mistakes in the investigation, and to address the type of discipline being considered. Prior to discipline being assessed against any Bargaining Unit employee, the Union shall be entitled to receive general notice from the District. It shall be the election of the employee to provide the Union with specifics of the events giving rise to the contemplated discipline.

Section E. Disciplinary Interviews: If the District conducts an interrogatory interview of a Bargaining Unit employee, the employee shall be entitled to the presence of a reasonably available Union representative at such interview if (a) the employee reasonably believes that the information obtained from him/her during the interview may be used to support disciplinary action against the employee, and (b) the employee requests the presence of such representative.

Section F. Grievances: Employees may present grievances during work time, and the Union steward shall be permitted time with pay to investigate grievances during working hours.



**ARTICLE 17. LABOR/MANAGEMENT MEETINGS**

Section A. Meeting Request: Upon request of either party, but not more frequently than quarterly, one (1) representative of the Bargaining Unit and the District shall meet at mutually agreed-upon times to discuss matters of mutual concern. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. In cases of emergency, the parties may waive the seven (7) day advance written request requirement. Meetings shall be scheduled at a mutually agreeable date, time and place.

Section B. Content: It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances which are being processed under the grievance procedure shall not be considered at "labor-management conferences." Further, the parties shall not conduct negotiations for the purpose of altering any or all of the terms of this Agreement at such conferences.

**ARTICLE 18. WAGES**

Section A. Full-time Employee Wage Rates: The current minimum and maximum wage rates for full-time Employees are as follows:

<u>POSITION</u>	<u>STATUS</u>	<u>MIN/MAX RANGE</u>
Parks Maintainer I	Full-Time	\$13.00 - \$20.00 (hourly)

The minimum and maximum rates in the ranges set forth above may increase each subsequent year for the duration of this Agreement, but the Employer reserves the right to increase the minimum and/or maximum rates in the ranges at its sole discretion.

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 fulltime hire based on experience, skills, recruitment needs, and/or market conditions.

Section B. Employee Working Outside Normal Classification: Whenever an Employee is assigned to work outside his/her normal classification, he/she shall be paid the higher applicable rate during the period of time that he/she is not assigned to his/her normal classification, provided that the Employee works at least 3 hours in the higher paid classification during the workday.

Section C. Wage Increases

1. Wage Increases - Full-time Employees. Full-Time employees employed by the Park District upon ratification of this Agreement shall receive the following wage increase(s) during the term of the Agreement:

- May 1, 2020 - 5.00%
- May 1, 2021 - 5.00%

May 1, 2022 - 5.00%

Section D. Longevity: Once an employee reaches five (5), ten (10), fifteen (15), twenty (20), and twenty-five years of service, they will receive a one-time longevity bonus to recognize their hard work at the Worth Park District. Amounts received will correspond with the below table:

5- \$200  
10- \$400  
15- \$600  
20- \$800  
25- \$1000

## **ARTICLE 19. MISCELLANEOUS PROVISIONS**

Section A. Workplace Rules: The District shall provide to the Union copies of any new rules or revised rules at least fourteen (14) days prior to their implementation.

Section B. Safety: The Park District and its employees are expected to conduct themselves and to perform work in a manner consistent with safe practices and applicable safety laws. In the event an employee reasonably and justifiably believes that his health and safety are in danger due to unsafe working conditions or equipment, he shall immediately inform a supervisor who shall have the responsibility to determine what action, if any, shall be taken, including whether the job should be continued or working conditions should be modified.

Section C. Discounted Park Programs: Bargaining Unit members shall be eligible to receive all discounted programs made available to a majority of other District employees.

Section D. Job Descriptions: As employees of the Park District, each position herein of this Agreement, has a specific written job description outlining the employee's essential and general duties and requirements for the position, in addition to trainings, certifications and continued education required for the position. Job Descriptions are reviewed on an annual basis and approved by the Park District Board of Commissioners (See Appendices). The District will notify the Union 30 days in advance of any substantive changes to a Job Description. The District agrees to negotiate the changes prior to implementing the changes. The District will send a copy of the job descriptions and proposed changes to the Union on an annual basis.

## **ARTICLE 20. ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the full and complete understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, each of the parties, for the duration of this Agreement, voluntarily and unqualifiedly waives the right, and agrees the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject

or matter not specifically referred to, or covered in this Agreement, provided such subjects or matters were reasonably within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Except as provided by the provisions of this Agreement, the District retains and may exercise all powers granted to it by law.

**ARTICLE 21. SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically ruled invalid by the Board, Agency or Court decision; and upon issuance of such a decision, the District and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, section or portion thereof. If any provision of this Agreement or its application is held contrary to law, the remainder of this Agreement shall not be affected thereby.

**ARTICLE 22. RETIREMENT**

The District shall make contributions into the Illinois Municipal Retirement Fund (IMRF) on behalf of all eligible employees in accordance with the law.

**ARTICLE 23. TERM OF AGREEMENT**

This Agreement shall be effective upon ratification of the bargaining unit and approval by the District Board of Commissioners. It shall remain in full force and effect until April 30, 2023. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days prior to the termination, written notice is served by either party on the other that the Union or the District desires to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given, the District and Union agree to meet and negotiate a successor agreement. In the event negotiations for a successor agreement are not completed by the date of this Agreement's expiration, the terms and conditions of this Agreement shall continue in full force and effect until either side gives the other a five (5) day written advance notice to terminate any extension of this Agreement.

AGREED:

WORTH PARK DISTRICT

SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 73

By: *Frank L. Shaw*

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

Title: PARK BOARD PRESIDENT

Title: \_\_\_\_\_

Date: 4/15/2020

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

ATTEST:

*[Signature]*  
Secretary

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