

AGREEMENT

Between

SCHAUMBURG PARK DISTRICT

And

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73, CTW, CLC

March ____, 2024 – December 31, 2026

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PREAMBLE

THIS AGREEMENT entered into by the Schaumburg Park District (hereinafter referred to as the "Employer" or "District") and Service Employees International Union, Local 73, CTW, CLC (hereinafter referred to as the "Union"), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work and terms and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1. Recognition. The Employer recognizes the Union as the exclusive bargaining representative for all full-time employees in the classification of Groundsman employed by the Schaumburg Park District at its Walnut Greens Golf Course and/or its Schaumburg Golf Course. Excluded from the bargaining unit are all other employees of the Schaumburg Park District employed at the Walnut Greens Golf Course and/or the Schaumburg Golf Course or any other location or facility operated by the Employer, including, but not limited to, all elected officials, employees employed in the classification of Mechanic, Assistant Greens Superintendent and Superintendent of Greens, and all supervisory confidential, professional and short-term employees as defined by the Illinois Public Labor Relations Act, as amended.

Section 2. Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of Union membership. The Union

further agrees to indemnify and hold harmless the Employer from any and all liability, including monetary damages, resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 3. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be construed to refer to both male and female employees.

Section 4. Notification of New Hires. The District will make a good faith effort to notify the Union of any newly employed bargaining unit employee within ten (10) days of such employee's first day of work. Notice shall be sent via regular mail to the Union's office.

ARTICLE II

UNION BULLETIN BOARD

Section 1. Bulletin Board. The Employer agrees to place a bulletin board (with a locking glass cover) at least 2 feet by 3 feet in a non-public area at Walnut Greens and the Schaumburg Golf Course, which the Union may use to post notices pursuant to the provisions of this Article. All such notices shall be subject to prior approval by the District Director or her designee.

Section 2. Use. The Union bulletin board shall be used for posting of Union notices and shall be restricted to the following:

- a) Notice of Union recreational and social activities;
- b) Notice of Union elections and results of such elections;
- c) Notice of Union appointments; and
- d) Notice of Union meetings, committee meetings and reports and minutes of said meetings.

All posting shall be non-inflammatory, non-political and in good taste, and in accordance with District policy. If the Union desires to post any other information or material, the Union shall first submit a copy of same to the Executive Director or her designee for prior approval. The Executive Director shall have the sole discretion to approve or disapprove all postings.

Section 3. Removal of Posted Material. Any material posted on the Union bulletin board in violation of this Article may be removed by any supervisor.

Section 4. Union Responsibility. All costs incident to preparing and posting Union material will be borne by the Union. The Union is responsible for posting approved material on its designated bulletin board and for maintaining such bulletin board in an orderly condition.

ARTICLE III

MANAGEMENT RIGHTS

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct the employees of the Employer and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Employer; to plan, direct, control and determine all the operations and services of the Employer; to determine the places, means, methods and number of personnel needed to carry out the Employer's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and continued employment, to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine whether goods or services are made or purchased; to make, alter and enforce rules, regulations, orders and policies; to discipline, suspend and discharge employees; to change or eliminate existing

methods, equipment or facilities; to layoff employees; to contract out for goods and services; to evaluate performance and productivity and establish awards or sanctions for various levels of performance; and to take any and all actions as may be necessary to carry out the mission of the Employer.

ARTICLE IV

LABOR MANAGEMENT COMMITTEE

At the request of the Union or the Employer, a Labor Management Committee shall meet at least twice per calendar year to discuss matters of mutual concern that do not involve negotiations or matters being processed pursuant to the grievance procedure. The President of the Union shall designate up three (3) bargaining unit employees to attend such meetings, and the Employer's Executive Director shall designate up to three (3) Employer employees plus one note taker to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) calendar days prior to the date of the meeting. Labor Management meetings shall be held during regular business hours as maintained at the Employer's offices. The date, time and place for Labor Management Committee meetings shall be mutually agreed upon by the Union and the Employer. If such a meeting is held during the regular working hours of any Union employee on the Committee, that employee shall not lose any compensation for attending the meeting. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved. The Labor Management Committee is intended to improve communications and shall be advisory only.

ARTICLE V

UNION DUES

Section 1. Dues Checkoff. During the term of this Agreement, the Employer will deduct from each employee's paycheck once each month the uniform, regular monthly Union

dues for each employee in the bargaining unit who has filed with the Employer a lawfully written authorization form. The Employer will send the dues collected under this Section to the Union within thirty (30) days after the deductions have been made. "Written authorization" is recognized to include electronic methods of membership applications as utilized by the Union and governed by applicable law.

Section 2. The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the Employer's burden in administering this provision.

Section 3. Union Access. The Employer will permit Union representatives and stewards access to the Employer's facilities in order to conduct union business including, but not limited to: presenting, adjusting, and investigating grievances; to meet with employees as necessary; and to conduct member orientations, provided, however, that this business does not unreasonably interfere with Employer operations.

Section 4. Union Orientations. Once a month, or as otherwise agreed upon by the parties, within 14 calendar days of the hiring of a new employee, the Employer will permit Union representatives and stewards to conduct a new employee orientation at an agreed upon place and time for up to one (1) hour during paid time.

Section 5. Employee Rosters. Once a month, the Employer will provide to the Union via e-mail in Excel format a list of employees with the following information if available:

1. Name
2. Unique employee ID (not including SSN)
3. Job Title
4. FTE or PTE
5. Rate of Pay

6. Date of Hire
7. Work location
8. Home email (if available)
9. Home Address
10. Cell number
11. Home phone number

Section 6. The Employer will recognize stewards as elected amongst the employees and as authorized by the Union. Stewards shall have the right to represent employees at disciplinary hearings, handle grievances as necessary and conduct new employee orientations.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 1. Application of Article. This Article is only intended to serve as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per work cycle.

Section 2. The Work Week. The work week shall begin at 12:01 a.m. on Monday and end at midnight the following Sunday.

Section 3. Hours of Work. An employee who works eight (8) or more hours in a day will normally receive a thirty-minute unpaid meal period. Employees may be required to work more hours than forty (40) hours in a work week. Employees will be scheduled in such a manner that obtaining a 40-hour work week can be achieved by working one payroll week (Monday through Sunday). It is at the Employer's discretion to set the work schedule and hours based on operational needs, Employee skill set, weather, etc. The Employer will endeavor to schedule two (2) consecutive days off when possible.

Section 4. Overtime Rates. When an employee actually works more than forty (40) hours in a work week, the employee shall be paid at the rate of 1.5 times the employee's regular straight time hourly rate for each hour worked over forty (40) hours. No action shall be taken by the Employer to obviate overtime.

Section 5. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates.

Section 6. Sunday Work. An employee who is called in and reports to work as scheduled on a Sunday shall be paid for a minimum of four (4) hours, at the employee's applicable hourly rate.

ARTICLE VII

DISCIPLINE

The District will not discipline a non-probationary employee without just cause. Any grievance concerning suspensions or termination should be filed in a timely manner at Step 3 of the Grievance Procedure. No other forms of discipline shall be subject to the Grievance Procedure set forth in this Agreement.

The Employer reserves the right to temporarily place any employee on a paid administrative leave pending the outcome of an investigation.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. Definition. A "grievance" is defined as a dispute or difference of opinion raised by the Union with the Employer during the term of this Agreement, involving an alleged violation of an express provision of this Agreement.

Section 2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: If the Union has a grievance, it shall submit the grievance in writing to the immediate non-bargaining unit supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than fourteen (14) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within fourteen (14) calendar days after the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The supervisor shall render a written response to the grievant within fourteen (14) calendar days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Golf Superintendent or the Superintendent's designee within fourteen (14) calendar days after receipt of the Employer's answer at Step 1. Thereafter, the Superintendent or his designee and other appropriate individual(s) as desired by the Superintendent, shall meet with the grievant and a Union representative within fourteen (14) calendar days of receipt of the appeal, if at all possible. If no agreement is reached, the Employer's Superintendent or his designee shall submit a written answer to the Union within fourteen (14) calendar days following the meeting.

STEP 3: If the grievance is not settled at Step 2 and the Union wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Employer's Executive Director within Fourteen (14) calendar days after receipt of the Employer's answer at Step 2. Thereafter, the Employer's Executive Director or her designee and other appropriate individual(s) as desired by the Employer's Executive Director, shall meet with the grievant and a Union representative within fourteen (14) calendar days of receipt of the appeal, if at all possible. If no agreement is reached, the Employer's Executive Director or her designee shall submit a written answer to the Union within fourteen (14) calendar days following the meeting.

Section 3. Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the

grievance to arbitration, as described below, within fifteen (15) days of receipt of the

Employer's written answer as provided to the Union at Step 3:

- a) The parties shall attempt to agree upon an arbitrator within ten (10) days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Unless otherwise agreed in a specific instance, all members of the panel shall be members of the National Academy of Arbitrators from Illinois. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.
- b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Employer representatives.
- c) The Employer and the Union shall have the right to request the arbitrator to require the presence of material witnesses or relevant documents. The Employer and the Union retain the right to employ legal counsel.
- d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any

issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Employer under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

Section 5. Time Limit for Filing. If a grievance is not presented by the employee within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered resolved on the basis of the Employer’s last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 6. Miscellaneous. No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty to be considered to be authorized by or binding upon the Employer unless and until the Employer has agreed thereto in writing.

Section 7. Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

ARTICLE IX

NO STRIKE-NO LOCKOUT

Section 1. No Strike. Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Employer, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 2. No Lockout. The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 3. Judicial Restraint. Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE X

SENIORITY AND PROBATIONARY PERIOD

Section 1. Definition of Seniority. Seniority shall be based on the length of time from the date of initial employment in a position covered by this Agreement, provided an

employee who begins work in one season and does not return to work the following season shall lose all contractual seniority.

Section 2. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they complete three (3) months of actual work for the District. The Employer may, at its sole discretion, extend any employee's probationary period for up to an additional two (2) months of actual work. A probationary employee may be suspended, laid off or terminated at the sole discretion of the Employer, with or without cause. No grievance shall be presented or entertained in connection with any such suspension, layoff or termination.

Following an employee's successful completion of his or her probationary period, such employee shall acquire seniority retroactive to the most recent date of hire with the Employer in a position covered by this Agreement.

Section 3. Seniority List. On or before June 1st of each new calendar year, the Employer will post and provide the Union with a seniority list setting forth each employee's seniority date. The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Employer in writing within fourteen (14) calendar days after the Union's receipt of the list.

Section 4. Layoff. If the Employer in its discretion determines that a mid-season layoff of an employee or employees within a position classification covered by this Agreement is necessary or appropriate, then the Employer will consider seniority first and then skill set, ability and performance, including disciplinary and attendance records, when deciding the order of mid-season layoffs. For end of the season layoffs, the Employer will begin these layoffs with employees who are reaching the maximum allowed working hours of 1500 per season along

with skill set. The Employer will ask for volunteers before deciding the order of end of the season layoffs. To the extent the Employer determines that operational needs will not be adversely affected, the Employer will normally layoff such volunteers first. It is understood and agreed that no employee covered by this Agreement has a right to year-round employment.

Recall. Seasonal recalls normally begin the first day of the pay period which includes April 1st. Non-probationary employees who are laid off pursuant to the above paragraph shall be placed on a recall list for a maximum period of one year following the date of layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided the Employer determines they are presently qualified to perform the work in the job classification to which they are recalled without further training. An employee may only be recalled to the same or a lower paying job classification in this bargaining unit. If an employee is recalled to a lower paying job classification, the employee shall be compensated at the rate of pay applicable to such job classification. If a seasonal recall is needed prior to the first day of the pay period which includes April 1st, the Employer will recall employees who are still on the recall list based on seniority and the skill set needed for the unique circumstances requiring the early seasonal recall.

It shall be the responsibility of an employee on the recall list to provide the Employer with an address to which a recall notice can be sent. Any employee who declines a recall or fails to promptly respond to a recall notice under this Section shall forfeit further recall rights.

Section 5. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged pursuant to this Agreement;
- c) retires or is retired;

- d) fails to report for work at his assigned shift following the conclusion of an authorized leave of absence;
- e) fails to report to work at his assigned shift following a seasonal discontinuation of employment;
- f) is laid off and fails to notify the Employer of his intent to return to work within three (3) days after receiving notification of recall or fails to report to work within ten (10) calendar days after receiving notification of recall;
- g) is laid off for a period in excess of one year or, for employees with less than one year of service, the number of months the employee was employed by the District; or
- h) does not perform work for the Employer for a period in excess of 12 months, unless the employee remains on an approved unpaid leave of absence.

ARTICLE XI

LEAVES OF ABSENCE

Section 1. Personal Leave. A non-probationary employee may request an unpaid personal leave of absence at the sole discretion of the Employer. Employees seeking such a leave must provide thirty (30) days notice, where possible, of their request for personal leave, unless this requirement is waived by the Employer due to extraordinary circumstances in a particular situation. The Employer reserves the right to approve or deny personal leave requests at its sole discretion, and to set the terms and conditions of such leave on a case-by-case basis. If the employee does not return to work at the end of the approved leave period, the Employer may terminate the employee's employment. Upon return from personal leave, the Employer cannot guarantee that an employee will return to the employee's former position.

Section 2. Military Leave. Military leave shall be granted in accordance with applicable law.

ARTICLE XII

WAGES

Section 1. Job Classifications and Wages. All bargaining unit employees will be considered Groundsmen. For the term of this Agreement, the hourly rate wage range shall be from \$17.00 (minimum) to \$24.50 (maximum). In no event shall any employee be paid less than the applicable minimum hourly wage rate under Illinois law. This range shall be applicable for the entire term of the Agreement.

The Employer reserves the right to set a new employee's wage at an hourly rate within the applicable range based upon the Employer's assessment of the employee's prior work experience, skill, and ability.

Section 2. Increases. Subject to the applicable wage range specified in Section 1 of this Article, after being adjusted to the above minimum wage if applicable, the hourly rate of each non-probationary employee shall be increased as follows during the term of this Agreement:

<u>Effective Date</u>	<u>Increase</u>
January 1, 2024	5%
January 1, 2025	4%
January 1, 2026	3%

Notwithstanding the foregoing, however, the Employer may, at its sole discretion, provide increases in excess of the foregoing percentages to any or all returning employees on or about March 15 of any given year, but this discretionary increase may not exceed the maximum hourly pay rate of \$24.50.

Section 3. Holiday Pay. An eligible employee who is assigned to work, and does work, on any of the following holidays shall be paid at double time for all hours actually worked on such holiday:

Memorial Day

July 4

Labor Day

In order to be eligible for holiday pay, as set forth above, the employee must work his or her last scheduled workday immediately preceding and immediately following the actual holiday.

Section 4. Discretionary Days. Each non-probationary Employee will receive two (2) eight (8) hour paid discretionary days which must be used from April 1st to October 31st. The Employee must notify their supervisor at least 24 hours prior to using a discretionary day when practicable. A discretionary day must be used in eight (8) hour increments. Except in the case of emergency, a discretionary day must be used Monday through Friday. A discretionary day cannot be used on the holidays listed in Section 3 above. Discretionary days are not used in the calculation of overtime pay.

ARTICLE XIII

MISCELLANEOUS

Section 1. Drug and Alcohol Testing. The Employer may require employees to submit to a urinalysis test and/or other appropriate drug or alcohol testing at a time and place designated by the Employer when, in the opinion of the Employer's Executive Director or her designee, there is sufficient cause for such testing, *i.e.*, reasonable individualized suspicion. Without limiting the foregoing, drug or alcohol testing may also be required at any time when

an employee is involved in any work-related incident which has resulted in personal injury or property damage.

At the time of any urinalysis or other test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis or other test. If an employee tests positive in any such test, the test results shall be submitted to the Employer's Executive Director for appropriate action.

Prohibition. Use, sale, purchase, delivery or possession of illegal drugs at any time and at any place (on or off the job) while employed by the District, abuse of prescribed drugs, failure to report to the Director or the Director's designee any known adverse side effects of medication or prescription drugs which the employee may be taking, consumption or possession of alcohol while on working, or being under the influence of alcohol while working (which shall be defined as a blood alcohol level of .02% or above), shall be grounds for immediate termination.

Request for Assistance. An employee's voluntary requests for assistance with drug and/or alcohol problems (*i.e.*, where no test has been given or directed pursuant to the foregoing provisions) shall not constitute cause for dismissal, provided the employee voluntarily agrees to seek appropriate treatment or counseling and is qualified to perform his or her job duties.

Section 2. No Solicitation. The Union agrees that none of its employees, agents or members will solicit Schaumburg merchants, residents, patrons, citizens or employees for monetary contributions or donations of any kind during the term of this Agreement.

Section 3. Precedence of Agreement. If there is any conflict between the specific provisions of this Agreement and the specific provisions of any Schaumburg ordinance and/or Employer Personnel Policies or Rules, which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

Section 4. Medical Examination. Upon an employee's return to duty following a layoff or medically related leave of absence of three (3) or more days, the District may require, at its expense, that the employee have a physical and/or psychological examination by a qualified and licensed physician or other medical expert designated by a physician selected by the District.

In addition, in order to ensure a safe and productive workplace, the District may require an employee at its expense, to undergo a physical and/or psychological examination by a qualified and licensed physician or other medical expert designated by a physician selected by the District, provided that a reasonable basis for such an examination exists. The employee shall have a duty to cooperate with any such examinations, and authorize the physician or medical provider to disclose the results and findings to the District.

Section 5. Americans With Disabilities Act. The parties agree that the Employer may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Americans With Disabilities Act ("ADA") in order to be in compliance with the ADA.

Section 6. Outside or Secondary Employment. No employee shall engage in any outside or secondary employment, including self-employment, without advance permission from the District Executive Director or her designee.

Section 7. Use of District Facilities. Bargaining unit employees shall be eligible to use District facilities and participate in the part-time employee discount programs on the same terms as other non-bargaining unit part-time District employees, as the same may be changed from time to time by the District. Such privileges shall cease upon separation from employment at the end of the season, or separation from employment for any other reason.

ARTICLE XIV

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 or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XV

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause.

The Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Employer's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Union

specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

ARTICLE XVI

DURATION AND TERM OF AGREEMENT

This Agreement, when ratified by both parties, shall be effective as of the day after it is executed, and shall remain in full force and effect until the 31st day of December, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least ninety (90) days prior to the expiration date set forth above or each yearly period thereafter, if applicable. If either party submits such written notice, the parties' designated representatives shall immediately commence negotiations. Notwithstanding the expiration date set forth above, this entire Agreement shall thereafter remain in full force and effect during the period of negotiations and until a successor agreement is ratified by both parties, unless either party provides at least thirty (30) days notice of intent to cancel this Agreement.

This Agreement may be amended at any time if both parties, the Employer and Union, agree, in writing, to such amendments.

SCHAUMBURG PARK DISTRICT

By: 

Date: 3-14-24

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

By: 

Date: 5/13/2025