

COLLECTIVE BARGAINING AGREEMENT

PLAINFIELD PARK DISTRICT

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73

JANUARY 1, 2023 – DECEMBER 31, 2026

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AGREEMENT

This Agreement made and entered into by and between the Plainfield Park District, Plainfield, Illinois, hereinafter referred to as the "Employer" or "District" and the Service Employees International Union, Local 73 hereinafter referred to as the "Union." The Employer and the Union are sometimes jointly referred to as the "Parties."

PREAMBLE

The Parties agree that this Agreement will establish sound relations between the District and its Employees which will promote harmony, genuine cooperation, efficiency and excellent relations with the members of the community who use the District's facilities and partake in its programs to the end that the Employees and the District may mutually benefit; assure a full or partial day's work according to each Employee's schedule for their pay and to facilitate peaceful adjustment of grievances which may arise from time to time between the District and the Union, or between the District and any Employees covered by this Agreement and to achieve uninterrupted operation of the District and to achieve the highest level of Employee performance consistent with safety, good health and sustained effort. This Agreement is intended to set forth all rights of the Union and the Employees, all of which arise as a result of this Agreement.

The Parties recognize that the interests of the District and the interests of the Employees are fundamentally the same since the District must operate at the highest level of quality and efficiency if its Employees work together to the end, that the facilities and services offered by the District will prove increasingly more attractive to the members of the community who use the District's facilities and partake in its programs so that the District will be continuously successful. Accordingly, the District and Union do hereby mutually pledge themselves to make every effort to make this Agreement the means of improving the relations between the Employees covered by this Agreement and the District, of obtaining fair treatment for all Employees of the District and of improving efficiency and economics.

Accordingly, it is the intent and purpose of this Agreement to set forth the Parties' agreement with respect to rates of pay, working conditions, fringe benefits and other conditions of employment that will be in effect during the term of this Agreement; to prevent interruptions of work and interference with the operations of the District; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

ARTICLE 1 **RECOGNITION**

Section 1.1 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time General Park Maintenance I, General Park Maintenance II, Park Specialist, Athletic Field Specialist, Lead Horticulturalist, excluding all supervisory, managerial or confidential Employees as defined by the Illinois Public Labor Relations Act, and also excluding

any others excluded by the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14, et seq.)

Section 1.2 New or Merged Job Classifications

In the event that during the term of this Agreement, the Employer desires to create a new job classification that is substantially similar to a classification contained in Section 1.1 (Recognition) but requiring substantially more skill, effort and responsibility, the Employer will negotiate with the Union over the new rate. The use of new methodology or technology will not of itself be deemed a basis for a new classification. In the event that the Employer and the Union are not successful in agreeing upon a rate, the parties will submit the rate issue to an arbitrator in accordance with Section 7.3 (Arbitration). The arbitrator may only consider evidence of: (i) the duties and requisite skill, effort, and responsibility of the new classification; (ii) the rates of pay earned by employees in the existing classifications; (iii) the rates of pay earned by employees in similar classifications at comparable community health facilities; and (iv) the Union's and the Employer's final pay proposal. In no event may the arbitrator select an appropriate rate of pay greater than the Union's final pay proposal. Upon advising the Union of the Employer's desire to create a new job description and pending an agreed upon rate or the decision of the arbitrator, as the case may be, the Employer may assign employees to the new job classification and implement a wage rate.

Section 1.3 Abolishment of Job Classification

If the Employer intends to abolish a job classification, the Employer shall notify the Union. Abolishment shall be defined as the layoff of all Employees in a classification.

Section 1.4 Employment Status

"Employee" or "Bargaining Unit Employee" shall mean employees covered by this Agreement.

A "Full-time" Employee shall mean an Employee who is regularly scheduled to work forty (40) hours each workweek. A "Part-time" Employee shall mean an Employee regularly assigned to work less than forty (40) hours in a workweek.

Section 1.5 Probationary Period

New employees will be deemed a probationary employee during their first ninety (90) calendar days of employment, which can be extended by mutual agreement between the Employer and the Union. Probationary employees shall not accrue seniority nor shall they be entitled to benefits such as holiday pay until the probationary employee successfully completes the probationary period.

ARTICLE 2 **MANAGEMENT'S RIGHTS**

Section 2.1 Management's Rights

It is agreed that the Unions and the Employees will cooperate with the Employer to liberally construe this Agreement to facilitate the efficient, flexible and uninterrupted operation of the Employer. The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer except only as they may be subject to a specific

and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the District and administration thereof, and the right:

- a. to determine the organization and operation of the Employer and any department or agency thereof;
- b. to determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
- c. to set standards for the services to be offered to the public, its overall budget, the organizational structure;
- d. to direct its Employees, including the right to assign work and overtime;
- e. to hire, direct, examine, classify, select, promote, train, transfer, assign and schedule its Employees;
- f. to determine which Employees perform a particular job or task within a classification and whether work shall be assigned to Full-time or Part-time Employees.
- g. to establish work schedules and to determine the starting and quitting time, and the number of hours worked;
- h. to add, delete or alter methods of operation, equipment or facilities;
- i. to determine the locations, methods, means and personnel by which operations are to be conducted;
- j. to establish, implement and maintain an effective internal control program;
- k. to suspend, demote discharge, or take other disciplinary action against Employees for just cause; and
- l. to add to, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to review, provided that none of these rights is exercised contrary to or inconsistent with other terms of this Agreement or law.

Section 2.2 Rules and Regulations

The Employer shall have the right to make, and from time to time change, reasonable rules and regulations, after prior notice to the Union, and to require Employees' compliance therewith

upon notification to Employees, provided that no such rule or regulation or change therein shall be contrary to or inconsistent with this Agreement or law.

Section 2.3 Safety/Security

The Employer may use cameras, GPS and other necessary safety or security devices or systems to assist the District in assuring the safety and security of its patrons, employees, and District property. Information obtained from a camera, GPS or other security device may be used by the Employer.

ARTICLE 3

UNION SECURITY, DUES DEDUCTION AND REMITTANCE

Section 3.1 Union Security

- A. The Union shall provide to the Employer verification of the employees who have authorized dues deductions. To the extent permitted and recognized as binding by law, employee dues deduction authorizations may be electronic or digital.

The Employer, upon receipt from the Union of the certified list of employees who have validly authorized dues deductions shall deduct Union dues and initiation fees from the payroll checks of all Employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union in accordance with the authorization agreement, or as allowed by law.

The Employer shall have the right to rely on the list of employees certified by the Union for purposes of dues deductions. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken by the Employer for the purpose of complying with all Paragraphs of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorizations submitted by the Union to the Employer.

- B. The Employer shall provide to the Union once a contract year the name, address, classification, rate of salary and starting date of the Employees in the Bargaining Unit.

Section 3.2 C.O.P.E

The Employer agrees to deduct from the pay of those employees who individually request it voluntary contributions to the SEIU 73 C.O.P.E. Fund. The Union shall notify the Employer in writing of the amount that is to be deducted from the employee's paycheck. Such deductions shall be remitted to the Union on a semi-monthly basis.

ARTICLE 4

NO STRIKE OR LOCKOUT

Section 4.1 No Strike

During the term of this Agreement, the Union, its officers, or members shall not instigate, call, encourage, sanction, recognize, condone, or participate in any strike. Any Employee or group of Employees who violate the terms of this Section 4.1 shall be subject to discipline at the sole discretion of the Employer, up to and including termination.

Section 4.2 Union's Responsibility

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any Bargaining Unit Employee, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all reasonable steps in good faith to end such action, the Employer agrees that the Union shall not be responsible for, and that it will not bring action against the Union to establish responsibility for such wildcat or unauthorized conduct.

Section 4.3 No Lockout

The Employer agrees not to lock out the Employees during the term of this Agreement.

ARTICLE 5

BILL OF RIGHTS

Section 5.1 Union Representation

At any meeting between the Employer and an Employee in which the Employee is subject to interrogation that may reasonably result in discipline to the Employee, at the request of the Employee, the Employer shall permit a Union representative to be present.

Section 5.2 Union Site Visit & Investigations

Authorized representatives of the Union shall have access to the Employer's facilities for the purpose of administering compliance with this Agreement; provided that such Union representatives must first notify the Executive Director or his or her designee. Upon receiving the aforementioned request, the Executive Director or his or her designee shall schedule the time of the visit (generally during non-working time) and place (generally in a private room) and will attempt to schedule the time and place of the meeting generally within twenty-four (24) hours (excluding weekends and holidays) when feasible. Under all circumstances, the Union representatives shall conduct themselves consistent with the safe and efficient operation of the District.

ARTICLE 6

EMPLOYEE SECURITY

Section 6.1 Just Cause Standard

No non-probationary Employee covered by this Agreement shall be discharged or disciplined without just cause.

Section 6.2 Work Performed Outside the Bargaining Unit

Any work which has been traditionally performed by Bargaining Unit Employees may be performed by persons outside the bargaining unit where non-Bargaining Unit Employees have in the past performed unit work, in emergencies, to train or instruct Employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting, where special knowledge is required, when no Employees have the current skill or experience to perform the work, where there is not a sufficient number of Employees to perform the work because of vacations, or other absences or tardiness, or for personal reasons, because all of the Employees are or will be occupied with assigned duties, to complete a rush assignment or where subcontracting is permitted pursuant to the terms of this Agreement.

Section 6.3 Use of Disciplinary History

Disciplinary actions taken will not be used after one (1) year following the issuance of the discipline for the purpose of progressive discipline. However, all discipline, regardless of the date of issuance, may be used and admissible in connection with any grievance, arbitration or litigation proceedings.

Section 6.4 Training

All approved mandatory training will be paid for by the Employer.

Section 6.5 Fitness for Duty

In the event of a dispute over an Employee's ability to return to work or who is sent to a fitness for duty exam, the matter shall be referred to a physician selected by the City's third party administrator if applicable, or to a physician mutually agreed to by the employer and the union. The neutral physician shall decide whether the Employee is capable of performing the essential functions of the Employee's position, with or without reasonable accommodations if available. The decision of the physician so selected shall be final. His/her fees shall be shared equally by the Employer and the employee.

ARTICLE 7

GRIEVANCE AND ARBITRATION

Section 7.1 Grievance Procedure Definition

A grievance is a specific claim of an Employee that there has been a violation, misinterpretation or misapplication of an express provision of this Agreement. Probationary employees may file a grievance as described in this Article except for matters of suspension, discipline or discharge.

Section 7.2 Procedure

Step 1: Any Employee covered by this Agreement who has a grievance shall present it in writing to the Employee's immediate supervisor within ten (10) working days of the event that gives rise to the grievance. The written grievance shall specify the section of this Agreement that the Employee or the Union believes the Employer violated, a brief statement of the factual basis for the grievance and the remedy sought. The supervisor shall give his written answer within ten (10) working days after such presentation. However, failure of the supervisor to respond within such ten (10) day period shall be regarded as a decision to deny the entire grievance. No grievance shall be based on facts which occurred more than ten (10) working days before the grievance is presented at Step 1 and any Employee who fails to file a grievance within the time specified shall forfeit his or her right to file a grievance.

Step 2: If the grievance is not settled in Step 1 the Union may appeal the grievance to Step 2 of the Grievance procedure, by submitting the written grievance to the Executive Director or his designee within ten (10) working days after the designated supervisor's answer in Step 1. The Executive Director or his designee shall discuss the grievance with the Employee and the Union representative at a time mutually agreeable to the Parties. If no settlement is reached, the Director or his designee shall give his answer to the Union representative or his designee within ten (10) working days following the receipt of the appeal. However, failure of the Executive Director to respond within such ten (10) day period shall be regarded as a decision to deny the entire grievance.

Section 7.3 Arbitration

If the grievance is not resolved at Step 2 to the satisfaction of the Union, it may refer the grievance to binding arbitration by notifying the Employer within twenty (20) calendar days after the Executive Director's response. At the same time, the Union shall forward a demand for arbitration to the Federal Mediation and Conciliation Service ("FMCS"), requesting a list of seven (7) arbitrators each of whom shall be a member of the National Academy of Arbitrators and shall be located in the Chicago Metropolitan Area. Either party shall have the right to reject the initial list of arbitrators provided by the FMCS. Upon receipt of the list of arbitrators, the Parties shall make a good faith effort to research the names therein within five (5) calendar days; and upon the expiration of the research period, the Employer and the Union shall meet within two (2) days to select an arbitrator. If the Parties cannot agree on the selection of arbitrator, each party will alternatively strike one name from the list-until only one arbitrator remains. The party winning the toss of a coin shall have the option of striking-the first name or having the other party does so.

Notification of arbitration selection and all arbitration proceedings shall conform to the rules and regulations outlined by the FMCS. Such proceedings shall take place expeditiously. The expense for the arbitrator's services and proceedings shall be shared equally by the Union and by the District.

Both Parties agree to attempt to arrive at a joint stipulation of the facts and issues as an outline to be submitted to the arbitrator. The Employer and Union shall have the right to request, provided the request is reasonable, the arbitrator to require the presence of witnesses and/or documents relative to the grievance. Each party shall bear the expense of its own witnesses who are not

employees of the Employer. The requirements for witnesses who are employees are set forth herein.

The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to recommend amending, modifying, nullifying, ignoring, adding to, or subtracting from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make any decision within thirty (30) calendar days following the conclusion of the grievance hearing, unless the Parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Section 7.4 Request for Information

The Union may request the production of specific documents, books, or papers reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials.

ARTICLE 8 **NON-DISCRIMINATION**

Section 8.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies.

Section 8.2 Union Activity

No employees shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Illinois Public Labor Relations Act or by this Agreement, or on account of membership in, or activities on behalf of the Union. Violations of this Section 8.2, however, shall not be subject to the grievance or arbitration provisions of this Agreement.

ARTICLE 9 **WAGES**

Section 9.1 Wages

See Appendix A

Section 9.2 Call Back

Any Employees who is called back to work outside of his/her regularly scheduled shift shall be guaranteed two (2) hours pay at the regular rate. The Employer shall contact employees who are qualified to do the work assignment. The Employee shall respond to the call within 15 minutes to confirm if they will report to work. The Employee shall then report expeditiously and within

one (1) hour of contact and shall be on standby / available to work for at least the entire 2 hour period and up to a maximum of 6 hours, provided that the Employer shall only assign the Employee work related to the reason for the call-back. If an employee fails to respond within 15 minutes of the call, the Employer shall contact the next qualified employee for the assignment. If the second Employee fails to respond within 15 minutes of the call, the Employer may take necessary action to complete the desired work, including the use of non-bargaining unit personnel.

Section 9.3 Normal Workweek & Workday

The normal workweek for Employees shall consist of five (5) eight (8) hour workdays. Operating shift shall typically be from 7a.m. – 3:30p.m. unless otherwise assigned by Employer. Employer reserves the right to have alternate shifts in the best interest of District operations. However, nothing in this Agreement shall guarantee Employees a minimum number of hours of work or pay each week, or a fixed start and/or end time. Regularly assigned weekend schedules will be assigned to new employees/least senior employee unless requested by an employee with more seniority currently working the weekend assignment. Once assigned/requested, an employee may only change status upon the hire of a new employee.

Section 9.3.1 Meal Periods

Employees are entitled to a 30-minute unpaid meal period per shift. All meal periods will be scheduled as close as practicable to the mid-point of the work day, subject to operational needs of the District. Non-working time prior to the start of the meal period will not be permitted.

Section 9.3.2 Breaks

Employees shall be entitled to two 15-minutes breaks per work day. Breaks may be taken immediately prior and immediately following the unpaid meal period, subject to operational needs of the District. In such situations, break periods commence in the same fashion as the meal period.

Section 9.4 Changes In Normal Workweek & Workday

Should it be necessary in the interest of efficient operations to establish daily, weekly or seasonable work schedules departing from the normal workday or the normal workweek, notice of such change shall be given to the Union.

Section 9.5 Overtime Premium

Employees shall receive time and one-half (1½) the Employee's regular rate of pay for all time worked in excess of forty (40) hours in a workweek. Overtime assignments are mandatory. Paid holidays count toward hours worked. Vacation, sick and/or personal time does not count as hours worked.

Section 9.6 Overtime Assignments

- A. Anticipated Overtime. Anticipated overtime shall mean overtime which the Employer can reasonably anticipate and scheduled on or before the workday preceding the day in which the overtime is to be worked. In the event of anticipated overtime, the Employer shall notify the Union Steward of the day and hours of the overtime assignment and the number of employees needed. The Union will be responsible for fulfilling the Employer's overtime request. The Union Steward shall advise the Employer of the names of the Employees who will perform the overtime work no later than 12:00 pm. In the event that the Union Steward does not advise the Employer of the identity of the Employees who will fulfill the overtime assignment, it will be deemed unanticipated overtime per Section 9.6(B).
- B. Unanticipated Overtime. Unanticipated overtime shall mean overtime which is not scheduled until the day it is to be performed and for which the Employer could not reasonably anticipate on the prior workday. The Employer shall assign unanticipated overtime in its sole discretion and such assignment shall be mandatory.
- C. The Employer may assign overtime to Employees in the Park Specialist or Athletic Field Specialist classification in its sole discretion without regard to subsections A or B above.
- D. For snow plowing only: Qualified Employees will be assigned designated time frames in which they will be on the list for call back purposes in the event snow plowing needs arise. These time frames shall be established in 7-day intervals. In the event an Employee is called into plow, the employee shall report expeditiously and within one (1) hour of contact. If for any reason the Employee does not answer or is unavailable to be called in, the Employer will contact the reserve Employee next on the assigned list. If that Employee is unable to report, the Employer reserves the right to use any means necessary to provide the service of snow plowing, including the use of non-bargaining unit personnel.

Section 9.7 Compensatory Time

Except as otherwise noted, compensatory time at time and-half (1½) may be granted if mutually agreed between the Employer and the Employee, in lieu of overtime cash payment, in an amount not to exceed 120 hours total accumulation during the fiscal year. Unused compensatory time will be paid-out at the end of the fiscal year.

Requests for compensatory time off must be submitted with at least twenty-four (24) hours' notice, absent emergency, and shall not be unreasonably denied. Compensatory time off may be used in increments of four (4) hours.

Section 9.8 No Pyramiding

NO PYRAMIDING. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE 10

HOLIDAYS

Section 10.1 Employees Holidays

Employees shall receive 11 paid holidays annually. The following are paid holidays for eligible full time Employees:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Thanksgiving Day
8. Christmas Day

Employees shall receive all holidays listed above plus any additional 3 holidays of the employee's selection from the listing below:

1. Juneteenth
2. Columbus Day
3. Day After Thanksgiving
4. Christmas Eve
5. New Year's Eve

Section 10.2 Holiday Pay

For each such holiday, when not worked, an Employee shall receive eight (8) hours pay at his/her regular straight-time hourly rate. For each such holiday in fact worked, an Employee shall receive holiday pay plus pay at 1.5 times his regular straight-time hourly rate for all such hours actively worked.

ARTICLE 11

VACATIONS

Section 11.1 Vacation Time

Employees covered by this Agreement shall be entitled to vacation time as follows:

- 2 Weeks after 1-year anniversary date
- 3 Weeks after 3-year anniversary date
- 4 Weeks after 10-year anniversary date

Section 11.2 Vacation Selection

The Employer shall post a vacation calendar. The Employer shall retain the right to determine how many Employees may take vacation at any given time. An Employee must provide the Employer at least thirty (30) days prior notice of the Employee's request for a vacation day. In

the event that more than one Employee desires the same date, the most senior Employee in the classification shall be scheduled for vacation. An Employee may carry over up to five (5) days of earned but unused vacation into the following calendar year. The remainder of any earned but unused annual vacation as of December 31 shall be forfeited unless the Employer cancels an approved scheduled vacation, in which case the Employee may carry over the amount of the approved scheduled vacation which could not be rescheduled within the calendar year.

ARTICLE 12

LEAVES

Section 12.1 Bereavement Pay

In the event of a death in an Employee's immediate family such Employee shall be entitled to a leave of absence up to a maximum of three (3) working days. An Employee's immediate family shall be defined as the Employee's spouse or domestic partner, parents, step-parent, parent in-law, legal guardian, grandparents, grandparent in-law, children, step children, brothers, sisters, or anyone living in the Employee's household at the time of his death. In order to qualify for Bereavement Pay, an Employee must produce proof of death.

Section 12.2 Jury Duty Leave

An Employee who serves on a jury shall be granted a leave of absence during the term of such absence. The Employer shall pay for such jury leave up to a maximum of five (5) days per calendar year. To be eligible for jury leave pay, the Employee must promptly provide the Employer with a copy of the notice to appear for jury duty and shall endorse and provide the Employer with the jury duty stipend.

Section 12.3 Sick Leave

Employees shall accrue one (1) day of paid sick leave following the first 30 days of employment and every month thereafter.

Nevertheless, an employee on unpaid sick leave may be subject to the Employer's disciplinary process for excessive absences. Sick leave shall accumulate from year to year to a maximum of 240 days. Sick leave may be taken in minimum increments of four (4) hours.

Any full time Employee who has been off duty for three (3) consecutive days or more for any health reason may be required to produce a doctor's note and/or undergo a medical examination before returning to work.

Section 12.4 Personal Leave

Employees shall be credited with three (3) days of personal leave each calendar year. Personal leave does not accrue while the Employee is on a leave. Employees shall provide a minimum of

24 hours' notice to the Employer before taking a personal day. Personal leave days shall be subject to the Employer's scheduling needs. Unused personal leave will be forfeited at the end of the calendar year and cannot be carried over into the next calendar year.

ARTICLE 13

UNION RIGHTS/BREAK IN SERVICE

Section 13.1 Bulletin Boards

The Union shall be provided with a bulletin board at a location determined by the Employer. The Union may post only notices concerning Union business on bulletin boards. The Employer may remove any posting that disparages the Employer, its board and staff.

Section 13.2 Stewards

The Union shall advise the Employer of the identity of the steward and alternative steward. Stewards shall have the authority to resolve grievances.

Section 13.3 Union Meetings

The Employer shall provide the Union with space for quarterly membership meeting provided that a suitable meeting room is available. The Union will provide reasonable advance notice. For the purposes of this Article, reasonable advance notice shall be a minimum of seven (7) days. It is understood that Employees shall attend membership meetings only during lunches and after working hours. It is further understood that membership meetings will be over by 8 PM. Employees who attend a lunch meeting must return to their job at the conclusion the scheduled lunch break.

Section 13.4 Grievance Processing

The Union and Stewards shall use best efforts to engage in grievance activities only during non-working time. However, when it is not feasible to conduct grievance activities during non- working time, the Employer, at its discretion (provided that it is not exercised in an arbitrary or capricious manner), may permit the steward and the Employee to engage in such grievance activity during working time pay and shall further determine whether the time is with or without pay. Stewards shall not unreasonably interrupt the work of Employees.

Section 13.5 Labor- Management Committee

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, the head of the department or his/her designee shall meet upon request with the union representatives. Meetings shall be scheduled a time, place and date mutually agreed upon with due regard for the efficient operation of the Employer's business. The Parties may discuss any subject of mutual concern, except for grievances and changes in this Agreement. Each party shall prepare and submit an agenda to the other one week prior to the scheduled meeting.

Section 13.6 Break In Service

Notwithstanding the provisions of any ordinance or rule to the contrary, seniority or continuous service of an Employee is broken, the employment relationship is terminated, and the Employee shall have no right to be rehired, if the Employee:

- a. quits or resigns;
- b. is discharged for just cause;
- c. retires;
- d. absent for three (3) consecutive work days without notifying the Employee's authorized Employer representative
- e. on a leave of absence for twelve (12) months for any reason except military service, approved Union or medical leave of absence, or duty disability leave;
- f. is on layoff for more than twelve (12) consecutive months;
- g. fails to return to work immediately after the conclusion of an authorized leave of absence; or
- h. accepting a position outside the bargaining unit.

Section 13.7 Time Off for Union Activities

One (1) Employee who is a duly elected delegate will be permitted to attend a National Convention once every three (3) years, without pay, for up to five (5) days. However, the Employee may use earned but unused vacation and personal leave pay. The Union may pay the Employer the dollar value of the gross vacation pay used by the Employee, in which case the Employer will restore the Employee's vacation and personal leave accrual. If the Employee does not have sufficient earned but unused vacation to cover the time-off, the time-off shall be without pay.

ARTICLE 14 **COOPERATION**

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim.

ARTICLE 15 **SUBCONTRACTING**

It is the general policy of the Plainfield Park District to maintain and continue to utilize bargaining unit employees to perform work they are currently performing. However, the Employer further maintains the right to contract out any work it deems necessary in the interest

of economy and efficiency, to improve work product, or in emergency circumstances, provided such subcontracting will not cause the layoff or reduction in force or work hours of any bargaining unit employee. No work shall be subcontracted out while an employee is on layoff. No employees may be hired or perform duties normally performed by a laid off employee while employees are laid off, except in a case of a natural disaster (emergency basis only). Notwithstanding the foregoing, the Employer shall retain the right to subcontract out work that it currently is contracting out, that has been contracted out in the past or where Employees on layoff do not possess the current skill or experience to perform the work.

ARTICLE 16 **INSURANCE**

Section 16.1 Health/Dental Insurance

The Employer agrees to provide the same medical insurance benefits at the same costs for the Employees and their dependents to the extent provided herein as those granted to non-Bargaining Unit Employees.

Section 16.2 Term Life Insurance

The Employer will provide each Employee with the same level of life insurance coverage as non-Bargaining Unit Employees. The insurer at the Employee's option and expense may make additional amounts of Insurance for the Employees and their dependents available. A payroll deduction will be made to cover the cost of such additional insurance.

ARTICLE 17 **CLASSIFICATIONS, LAYOFFS AND RE-EMPLOYMENT**

Section 17.1 Classifications

- a. For the purpose of job assignments and layoffs/recalls, the positions described in Article I - Recognition shall be relegated to four classifications: General Park Services, Specialized Park Services, Maintenance Assistant and Barn Maintenance. Specialized Park Services shall consist of Employees who have trade specific licenses, credentials or certifications pertaining to their jobs. For the purpose of clarity, examples of trade specific licenses, credentials or certifications pertaining to their jobs are licensed HVAC technicians, licensed carpenters, electricians and plumbers who have completed a recognized building trades apprenticeship but shall exclude spraying and pool maintenance certification programs.
- b. The Employer may assign any duty generally performed by any position within General Park Services to any Employee employed in a General Park Services position. The Employer may assign to any Employee holding a position within the Specialized Park Services, and Maintenance Assistant.

classification the duties of the position as well as any duty generally performed by Employees within General Park Services.

Section 17.2 Hiring During Layoffs

No new employee may be hired to perform duties normally performed by a laid off Employee while Employees are laid off.

Section 17.3 Layoffs

Layoffs shall be made within the classification. Employees employed within the classification will be laid off in the following order:

- a. Temporary Employees & seasonal employees;
- b. Part-time Employees not included in the bargaining unit;
- c. Probationary Employees
- d. Full-time Employees by classification.

If the layoff is to occur in the General Park Services classification, the Employer will consider the skill, ability and experience of each Employee in the General Park Services classification. If the skill, ability, and experience of the Employees are equal, the Employer shall select the Employee with the least District seniority for layoff. If the layoff is to occur in the Specialized Park Services, Maintenance Assistant or Barn Maintenance classification, the Employer shall select, in its sole discretion, the Employee to be laid off.

Section 17.4 Recall

Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, eligible Employees who are still on the recall list shall be recalled within the classification in the inverse order of their layoff. Employees shall retain and accumulate seniority and continuous service while on layoff.

Section 17.5 Health Care Contributions

A laid off Employee will be allowed to continue health insurance coverage through the end of the month in which the Employee was laid off.

ARTICLE 18 **UNIFORMS**

Section 18.1 Uniforms

The District shall provide to each Employee upon the completion of the probationary period a minimum of five (5) t-shirts, two (2) long sleeve shirts and two (2) baseball style caps each calendar year. The District may replace damaged, torn or stained uniforms at its sole discretion. Employees shall wear denim jeans or canvas work pants but only in the solid colors of blue, black, brown, or grey. Employees may request replacement shirts when existing shirts do not fit properly.

Section 18.2 Safety Boots

Employees who work with or near machinery, at construction sites or where otherwise required by law or regulation must wear steel toe or safety toe work boots. Each calendar year the District will provide each such employee an annual allowance of \$200 to purchase one pair of steel toe or safety

toe work boots from a vendor selected by the District or at a vendor of the Employee's choice. Employees must show a valid State issued ID in order to charge the work boots to the District's account; or in cases of using another vendor will pay for the boots out of pocket and provide a receipt for reimbursement by the District. Any amount exceeding the \$200 allowance shall be the responsibility of the Employee.

If an employee spends less than \$200 on boots, the difference may be used by the employee to purchase other appropriate work outerwear (i.e. jeans, or snow/rain outer gear).

Section 18.3 Cell Phone and Cell Phone Reimbursement

- a. The Employer will provide cell phones to Employees who work outside a District facility. The Employer 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 \$25 in lieu of the District owned cell.
- b. Employer-provided cell phones are to be used exclusively for work-related purposes, and may be used for personal reasons only in cases of emergency. The Employer may discipline an Employee who abuses the use of a District-provided cell phone for non-work-related reasons.
- c. 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 Employer may hold an Employee financially responsible for cell phone replacement and/or may issue discipline.
- d. Employees who are required to carry a cell phone must return texts/emails while on duty as soon as it is safe for the employee to do so, but no later than within one hour from the time of the original message.
- e. Employees shall never use or operate a cell phone while driving or operating equipment for the District, and shall at all times while working for the District comply with any and all applicable laws in connection with the use of a cell phone.
- f. Information on cell phones relating to District business may be subject to disclosure pursuant to the Freedom of Information Act.

ARTICLE 19 **TRAINING**

In cases where the Employer requires an Employee to attend off-site training, the Employer will pay for all such hours that the Employee participates in the training program.

ARTICLE 20
NO PAST PRACTICE

Except with respect to snowplowing, neither the Employer nor the Union shall be bound by any past practices that existed prior to the effective date of this Agreement.

ARTICLE 21
STANDARDS OF CONDUCT

The following activities and/or conduct shall not be tolerated by any Employee of the Employer and will be deemed cause for termination:

- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs, or prescription drugs in someone else's name, in the workplace, while on duty, or while operating Employer-owned vehicles or equipment; violation of the Employer's drug testing policy.
- Falsification of District records or reports.
- Theft or inappropriate removal or possession of property.
- Violence in the workplace.
- Improper conduct leading to damage of Employer-owned or patron-owned property.
- Insubordination
- Disruptive activity in the workplace
- Unsafe conduct
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.
- Excessive absenteeism or any absence without notice
- Failure to cooperate in an investigation of criminal or other misconduct
- Immoral conduct by Employees on District property
- Possession of pornographic material on District property.
- The acceptance of any money, gift, or service of monetary value for the performance or non-performance of any service within the Employee's duties other than his or her regular wage or salary or to influence such performance or non-performance.

- Obscene or abusive language toward any officer, manager/supervisor (exempting routine "shop talk"), employee or patron of the District, indifference or rudeness towards a patron or fellow Employee; any disorderly/antagonistic conduct on the District's premises.

Other violations of work rules and generally accepted standards of conduct may be deemed cause for discipline or termination depending on the facts and circumstances.

ARTICLE 22

RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the Employer and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

Subject to approval by the Employer, this Agreement shall go into effect immediately, and continue in full force and effect from said date to December 31, 2026, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party gives written notice to the other by mail, return receipt requested, of a desire to amend, add to, subtract from.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given, the Parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

It is further agreed that in the event the Employer agrees to or authorizes additional vacation, holidays or other paid time off, or voluntary unpaid time off with any other bargaining unit during the term of this agreement, such additional time off shall be granted to all Employees covered by this agreement.

IN WITNESS WHEREOF, each of the Parties hereto, by its duly authorized representatives, has executed this document as of the 04 day of April, 2023.

PLAINFIELD PARK DISTRICT

SEIU LOCAL 73

By: Carlo Capalbo
 Print
Carlo J. Capalbo
 Signature
Executive Director
 Title

By: John Nickl
 Print
[Signature]
 Signature
District Union Steward
 Title

APPENDIX A

WAGES

Bargaining unit employees employed as of the date of the increase shall receive the following increases as of the date noted:

DATE OF INCREASE	AMOUNT OF INCREASE
January 1, 2023	\$1.75 increase per hour for all Collective Bargaining Unit employees employed as of January 1, 2023. Starting rate at \$17.00/hour
January 1, 2024	\$1.25 increase per hour for all Collective Bargaining Unit employees employed as of January 1, 2024. Starting rate at \$18.00/hour
January 1, 2025	\$1.00 increase per hour for all Collective Bargaining Unit employees employed as of January 1, 2025. Starting rate at \$19.00/hour
January 1, 2026	\$1.00 increase per hour for all Collective Bargaining Unit employees employed as of January 1, 2026. Starting rate at \$20.00/hour