

AGREEMENT BETWEEN
THE CHICAGO PARK DISTRICT
AND
THE CHICAGO REGIONAL COUNCIL OF
CARPENTERS

JULY 1, 2019 - JUNE 30, 2024

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AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2019 by and between the CHICAGO PARK DISTRICT, an Illinois municipal corporation (herein referred to as the "District"), and THE CHICAGO REGIONAL COUNCIL OF CARPENTERS (hereinafter referred to as the "Union").

PREAMBLE

WHEREAS, the District has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees insofar as such negotiations, practices and procedures are appropriate to the primary obligation of the District to operate effectively in a responsible and efficient manner; and

WHEREAS, the Union has traditionally represented District employees and the District is convinced that a substantial majority of the employees covered by this Agreement desire the Union to represent them for purposes of collective bargaining and contract administration matters; and

WHEREAS, the District recognizes its obligations to bargain collectively with the Union under the Illinois Public Labor Relations Act (IPLRA); and

WHEREAS, this Agreement is entered into to prevent strikes and lockouts and to help insure that District costs are as low as possible consistent with fair wages and conditions for employees; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay; wages, hours and conditions of employment; to increase the efficiency and productivity of employees in the District; and to provide for managerial flexibility; and to provide for prompt and fair settlement of certain grievances without interruption or other interference with the operations of the District; and

WHEREAS, both parties mutually agree that their objective is for the good and welfare of the District and its employees alike; that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon; and that all personnel covered by this Agreement will seek to maintain public trust as persons governed by the high ideals of honor and integrity in all their public and personal conduct.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

ARTICLE I RECOGNITION

SECTION 1.1. The District recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages and hours and conditions of employment, for all employees of the District who occupy positions within the job classifications listed below:

**Carpenter
Carpenter Foreman
General Foreman of Carpenters
General Foreman of General Trades
Carpenter Apprentice**

Employees covered by this Agreement and/or performing bargaining unit work who are not eligible to receive fringe benefits shall not be required to contribute or otherwise be charged for any such benefit; and such employee who has made payment shall be reimbursed and made whole for any such payments.

SECTION 1.2. The job classifications listed in Section 1.1 above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the District. Bargaining unit employees shall exclusively continue to perform the assignments and job duties which they have historically and traditionally performed.

ARTICLE II GENDER

Whenever the male gender is used in this Agreement, it shall be construed to include both male and female employees.

ARTICLE III DUES CHECKOFF AND INDEMNIFICATION

SECTION 3.1. CHECKOFF.

Upon receipt of a signed authorization from an employee, the regular monthly dues of the Union (uniform in dollar amount for each employee) shall be deducted from such employee's pay. The amounts so deducted shall be forwarded each calendar month to the appropriate officer of the Union together with a list of the names and amounts for whom deductions have been made. If the employee has no earnings due for that paycheck, the Union shall be responsible for collecting said amounts.

This dues deduction for each employee shall be subject to the following provisions.

- a. Each employee shall sign an authorization to allow his employer to deduct his dues or assessments from weekly wages.
- b. The authorization will be effective and irrevocable for a period of one (1) year from the date on which the authorization is executed or upon the expiration date of the applicable Collective Bargaining Agreement between the employer and the Union, whichever occurs first.
- c. The authorization shall be automatically renewed and shall be irrevocable for successive period of one (1) year each or for the period of each succeeding applicable Collective Bargaining Agreement between the employer and the Union, whichever shall occur first. Each employee shall have the right to revoke this election not more than sixty (60) days and not less than thirty (30) days prior to the final date of any irrevocable period in effect. Such revocation

shall be effective upon receipt of written notice to the employer and the Union within the sixty (60) days to thirty (30) days period.

SECTION 3.2. UNION INDEMNIFICATION.

The Union shall indemnify and save harmless the District and its officers, agents and employees against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that may arise out of, or by reason of, any action taken or not taken by the District, its officers, agents, and employees in the course of or for the purpose of complying with the provisions of this Article. If an improper deduction is made, the Union shall refund any such amount directly to the involved employee.

ARTICLE IV UNION DUES

SECTION 4.1 VOLUNTARY PAYROLL DEDUCTION.

(a) For the life of the Agreement, the District shall honor authorizations for check off political contribution deductions from the wages of employees employed by the District during the term of this Agreement in the amount and to the entity designated on the authorization card and to forward all amounts deducted in the employee's name in the same manner as the employer pays regular dues deductions to the Union. (b) The District's obligations under this Section shall apply only to the employees who have voluntarily signed a valid political contribution check off deduction authorization card. (c) The Union agrees that it will indemnify and hold harmless the District from any and all claims, suits, causes of action, or otherwise, as regards the creation and administration of political contributions check off deduction program established by this section and such indemnity and agreement to hold harmless shall include the payment of costs and attorney fees on behalf of the beneficiaries of such indemnity.

ARTICLE V STEWARDS

The Union will advise the District, in writing, of the names of the Stewards in each department or area agreed upon with the District and shall notify the District promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or areas, Stewards will be permitted to handle, or process grievances filed by the Union in the appropriate steps of the grievance procedure during the last thirty (30) minutes of the Steward's shifts without loss of pay, provided that such activity shall not unduly affect the mission of the District or the work activity then being performed by the Stewards.

ARTICLE VI NON-DISCRIMINATION

SECTION 6.1. DISCRIMINATION PROHIBITED.

Neither the District nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable Federal or State law.

SECTION 6.2. UNION MEMBERSHIP OR ACTIVITY.

Neither the District nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status. The Union shall indemnify the District for any breach of Section 6.2 to the same extent as described in Section 4.1.

SECTION 6.3. AMERICANS WITH DISABILITIES ACT.

It is understood and agreed that the District may take whatever action is necessary to comply with the Americans with Disabilities Act, notwithstanding any other provision in this Agreement, provided that no incumbent unit employee shall be displaced by such action.

ARTICLE VII MANAGEMENT RIGHTS

It is understood and agreed that the District possesses the sole right and authority to operate and direct the employees of the District and its various departments in all aspects, including but not limited to all rights and authority exercised by the District prior to the execution of the Agreement, except as specifically limited in this Agreement. The authority and powers of the Board of Commissioners of the District as prescribed by the Illinois Revised Statutes and all other provisions of the Illinois Revised Statutes, and the existing rules of the Personnel Board of the District shall continue unaffected by this Agreement except as expressly limited by the express provisions of this Agreement. These rights include but are not limited to the following:

- a. The right to determine its mission, policies and budget, and to determine and set forth all standards of service to the public;
- b. To plan, direct, control and determine the operations or services to be conducted or performed by employees of the District;
- c. To determine the methods, means, and the number of personnel needed to carry out the District's mission;
- d. To direct the working forces;
- e. To hire and assign and/or to transfer employees within the District
- f. To promote, suspend, or discipline employees or to discharge them for just cause (probationary employees without cause);
- g. To lay off or relieve employees due to lack of work or funds or for other reasons determined appropriate by the District;
- h. To make and publish work rules and regulations which may be enforced after notice to the Union with the Union granted a prior reasonable opportunity to respond;

- i. To introduce new or improved methods, equipment or facilities; and
- j. To contract out for goods and services.

It is agreed that the exercise of any or all of these rights shall not conflict with any contrary, express provisions of this Agreement.

ARTICLE VIII SUBCONTRACTING

SECTION 8.1. WORK PRESERVATION.

In the event the District undertakes to contract or subcontract work currently, historically or traditionally covered by this Agreement (herein "contracting"), such contracting shall proceed and such work shall be performed only in accord with the procedures described in this Article. The parties agree that in the implementation and administration of Section 8.3 of this Agreement it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of disputes emanating from contracting situations. To that end, each party agrees to designate a representative to whom can be directed issues or problems that may arise in the implementation of Section 8.3. Within forty-eight (48) hours after notice of the existence of any issues or problems, representatives of each party shall meet to discuss and, where possible, resolve such issues and problems. The District hereby designates the Director of Human Resources and the Unions hereby designate the President of the Building Trades Coalition or his designee.

SECTION 8.2. JOB SECURITY SUBCOMMITTEE.

The District and the Union shall establish a subcommittee to examine contracting situations to determine how such work could alternatively be, or continue to be, performed by the District, including the consideration of a "project labor agreement" on a case-by-case basis. The subcommittee shall meet monthly or upon request and shall examine those contracts including but not limited to JOC contracts and subcontracts involving bargaining unit work currently in

progress or planned. The District will work cooperatively with the Union so that the Union may submit proposals, as provided in Sections 8.3 and 8.4.

SECTION 8.3. NOTICES.

(a) If the District decides to contract work or issue an invitation to bid or a request for proposal ("RFP"), the affected Union, if known by the District, and the Chicago and Cook County Building Trades Council ("Council") will be provided by the District with notice of the invitation or RFP at the same time as the invitation for bid or request for proposal is conveyed to potential contractors. In the event the District determines to utilize any other procedure not involving an invitation to bid or RFP(s), the District will notify the affected Union(s) if known by the District and the Council upon such determination which must precede presentation of the proposal to the Purchasing Committee and/or Board. Upon request, the District will disclose to the Union all information made available to the bidders or potential bidders, to the public and to any potential contractor. The affected Union(s) may submit and the District shall consider Union proposals with respect to the work to be subcontracted.

(b) In the event the District, either directly or through contractor or construction manager, undertakes involvement in the construction industry as owner, coordinator, manager, contractor and/or purchaser relating to construction work within the trade jurisdiction of a Coalition Union or work covered by the agreement between the District and the Coalition Union to be done at the site of construction, alteration, painting or repair of a building, structure or other work at a site or location covered by this agreement and/or owned, leased or any manner controlled by the District, each affected Union(s), where known, and the Chicago and Cook County Building Trades Council shall receive written notification prior to the District's public solicitation or other action relating to the work. Additionally, the affected Union(s) shall receive prior notification of

JOC contracts as well as extensions thereof. The District shall confer and discuss in good faith with a view to reaching agreement, for a period of thirty (30) days or such time as may be mutually agreed, with each affected Coalition Union who, after receipt of such notice, so requests in writing relating to the performance of such work by a person , firm, or company signatory or willing to become signatory to an existing labor agreement with the Union or with the appropriate trade/craft Union or subordinate body of the Chicago and Cook County Building Trades Council. In the event the District determines to utilize a procedure not involving a public solicitation (for example, in cases of emergency or pilot project), the District shall notify the Union(s) if known by the District and proceed as described above for a reasonable period. The provisions of this section shall apply to work and/or contracts in excess of \$10,000, provided that such work or contracts shall not be "split" or allocated to avoid the applicability of this section.

SECTION 8.4. BIDS.

After bids have been received and evaluated by the District but prior to any award, the District will upon request provide the Union and the Section 2 subcommittee with the proposal pages, and the Union will have a good faith opportunity to comment upon the bids within ten (10) days, absent emergency circumstances.

SECTION 8.5. PREVAILING WAGE STANDARDS.

The District shall not engage in contracting of bargaining unit work to any person, employer or contractor (hereinafter "contractor") who is not in compliance with, or who does not agree to comply with, the wage and benefit standards calculated pursuant to the formula currently used in accordance with either or both the Illinois Prevailing Wage Act, 820 ILCS 130, et seq. or Federal Davis Bacon Act, if applicable. If the District receives information from any Coalition Union or governmental entity that a contractor is not in compliance with this Section (and such

information is reduced to writing upon request), the District shall promptly commence an investigation of such employer. Unless the contractor submits evidence of compliance with this Section including but not limited to a certified wage statement within ten (10) days, the District shall withhold payments. If the District's investigation discloses that the contractor and/or its subcontractor is not in compliance with the Act, the District shall withhold further payments, and the contractor shall have ten (10) working days to present an acceptable plan to achieve full compliance with the Act's requirements. Said plan must provide for full compliance within two (2) weeks thereafter. The District shall not contract with or allow any further contracting for the life of this agreement with any employer which is found not to be in substantial compliance. If the same contractor has been determined by the District to have been involved in multiple violations of this Section during the life of this Agreement, the District shall refer such determination to the Job Security Subcommittee for review and the Subcommittee may recommend that the District consider additional penalties for such contractor beyond those provided in this Section.

SECTION 8.6. EMPLOYMENT OF AFFECTED EMPLOYEES.

The District will require that the contractor grant affected employees who are laid off directly or indirectly as a result of or in anticipation of the subcontract a right of first refusal to a full-time job if they satisfy the requirements for the job to the extent needed by the contractor or subcontractor to staff the job being performed for the District. It is further agreed that the District will furnish contractors performing bargaining unit work with a list of bargaining unit employees currently on layoff status and urge those contractors to interview and hire qualified laid off employees for jobs created as a result of the subcontracting.

SECTION 8.7. EMPLOYEE SECURITY.

No work covered by this article shall be contracted with the intent of undermining, eliminating or avoiding the Union as bargaining representative.

SECTION 8.8. DISPUTE RESOLUTION.

The District's decision, including specific reasons in response to any grievance, shall be communicated in writing to the Union and shall not be arbitrary or discriminatory. Any dispute relating to the interpretation or application of this Article shall be subject to the arbitration step of the grievance procedure upon the written demand of the Union and shall be expedited upon the written demand of either party so that a hearing will be scheduled at the earliest practicable time, but no later than ninety (90) days from demand.

SECTION 8.9. WORK RECAPTURE.

Any work contracted out upon termination or other conclusion of the undertaking, shall return to the bargaining unit for performance by unit employees or further action consistent with this Article.

SECTION 8.10. JOB SECURITY/FILLING OF VACANCIES.

When the District determines that a vacancy shall be filled, the District shall post the vacancy for a minimum of 14 days and send notice and a copy of the posting to the Union. Eligible employees may bid on the vacancy and, among those with substantially equal qualifications, seniority shall be the prevailing factor. Subject to budget considerations and programmatic considerations, the District shall fill vacancies within 90 days of posting.

ARTICLE IX EMPLOYEE DISCIPLINE

SECTION 9.1. EMPLOYEE DISCIPLINE.

The District agrees that an allegation of misapplication of its rules and regulations shall be subject to the grievance procedure. The District shall not discharge, suspend or otherwise discipline any post- probationary employee without just cause.

SECTION 9.2. DISCIPLINARY MEASURES.

The District agrees that any disciplinary action shall be taken in a timely fashion. Disciplinary action may include any of the following:

- a. Oral Reprimand;
- b. Written Reprimand;
- c. Suspension; or
- d. Discharge.

If the District has reason to discipline an employee, the District will endeavor to do so in a manner that will not unduly embarrass the employee before co-workers or members of the public. The District agrees to follow the progressive discipline principle when disciplinary action is taken; provided, however, that the parties agree that the specific disciplinary action taken depends upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Employees who are required as a condition of employment to have a CDL must report driver license suspensions to their immediate supervisor within three work days.

SECTION 9.3. APPEAL PROCEDURE.

Oral and written reprimands may be processed as grievances through the regular grievance and arbitration procedure under the conditions outlined in Section 9.1 above. Suspensions of any length and discharges may be appealed to the Personnel Board of the District in accordance

with the applicable provisions of the Illinois Revised Statutes, and the procedures of the Personnel Board and shall not be subject to review under the grievance procedure contained in this Agreement. Notwithstanding the foregoing, suspensions may be appealed to arbitration in lieu of the Personnel Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of a decision of the Personnel Board do not thereafter become arbitral as a result of said decision. The grievance procedure provisions herein and the Personnel Board appeals procedure are mutually exclusive, and no relief shall be available under both.

SECTION 9.4. BILL OF RIGHTS.

(a) An employee who is subject to a disciplinary suspension or termination for any job related impropriety or cause shall be advised of the right to a Union representative to be present at any interrogation or hearing. For purposes of this Section, interrogation shall mean an interview conducted under the auspices of the District's department of legal investigations. The interrogation or hearing shall take place at reasonable times and places and, in the event the employee requests union representation, the interrogation shall not commence until the Union representative arrives, provided the employer does not have to wait an unreasonable time or have the interrogation unduly delayed. Upon request, the Union shall have the right to have its representatives present during any procedure under this Article and to participate to the extent required by law.

(b) Whenever any disciplinary action is taken against an employee, a copy of such action shall be forwarded to the Union.

(c) Oral reprimands that are more than six (6) months old shall not constitute prior disciplinary action if there are no repeated infractions of the same or similar offense within that time period. Written reprimands that are more than one (1) year old shall not constitute prior

disciplinary action if there are no repeated infractions of the same or similar offense within that time period. Suspensions that are more than eighteen (18) months old shall not constitute prior disciplinary action if there are no repeated infractions of the same or similar offense within that time period. Such discipline shall be removed from the employee's file after the designated period has expired.

(d) It is understood and agreed that nothing in this Section shall be deemed to diminish rights of employees as they exist under any other provision of this Agreement or prevent the Union from enforcing such rights in arbitration.

(e) Any evidence or information, including employee statements, that is obtained in violation of the rights enumerated in this Section shall be suppressed and shall not be used by the employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(f) Except in clear emergency situations, employees shall be scheduled for interrogation during working hours.

(g) Whenever a recommendation for discipline is made, a copy of such recommendation shall be forwarded to the Union.

ARTICLE X RESIDENCY

All employees are required, as a condition of their continued employment with the District, to comply with the residency requirements as set forth in Chapter 19, Section 21, of the Chicago Park District Code.

ARTICLE XI GRIEVANCE PROCEDURE

SECTION 11.1. DEFINITION.

A grievance is a dispute or difference of opinion raised by an employee or the Union against the District involving an alleged violation of the express provision(s) of this Agreement.

SECTION 11.2. PROCEDURE.

Grievances pertaining to working out of classification under Section 19.4 of this Agreement shall be filed at Step 2. Grievances pertaining to subcontracting under Article VIII of this Agreement shall be filed at Step 2 and expedited in accordance with Section 8.8 of this Agreement. All other grievances filed against the District shall be processed in the following manner:

Step 1: Any employee covered by this Agreement who has a grievance, or the Union Steward on behalf of the Union, shall submit it in writing designated as a grievance, to his immediate supervisor first-line supervisor involved, provided that said grievance shall be in writing and signed by the aggrieved employee. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which the District is alleged to have violated and the relief requested. The supervisor shall give his written answer within ten (10) business days after receipt of the grievance.

Step 2: If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the General Superintendent or his designated representative within ten (10) business days after the receipt of the District's answer in Step 1. A meeting between the General Superintendent or his representative and the Union (which may or may not include the grievant) shall be held at a time mutually agreeable to the parties, but within five (5) business days of receipt of the Union's appeal, if at all possible. If the grievance is settled as a result of such

meeting, the settlement shall be reduced to writing and signed by the General Superintendent or his representative and the Union. If no settlement is reached, the General Superintendent or his representative shall transmit the District's written answer to the Union within five (5) business days following the meeting.

SECTION 11.3. ARBITRATION.

(a) GENERAL PROVISIONS. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within ten (10) calendar days after receipt of the General Superintendent's answer in Step 2. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt of notice of referral, and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the Union shall immediately request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators located within 250 miles of Chicago who are members of the National Academy of Arbitrators. Either party may reject one (1) entire panel. Both the District and the Union shall have the right to strike two (2) names from the panel. One party shall strike the first name, the other party shall then strike a second name, the first party a third name, the other party a fourth name and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of his selection by a letter from the District and/or the Union requesting that the arbitrator set a time and place. All arbitration hearings shall be held in Chicago, Illinois unless the parties mutually agree otherwise.

(b) LIMITATIONS ON AUTHORITY OF THE ARBITRATOR. The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue(s) submitted in writing at the first step of the

grievance procedure (unless the parties mutually agree otherwise) , and the arbitrator may consider more than one grievance at a time if mutually agreed to by the parties.

In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy so long as the remedy is not beyond the scope of the parties' contractual agreement. The arbitrator shall be without power to make a decision contrary to, inconsistent with, modifying or varying in any way the application of laws and rules and regulations having the force and effect of law on the District or any District ordinance. The arbitrator shall submit in writing his decision within sixty (60) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties mutually agree to a written extension. The arbitrator's 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 on all parties.

SECTION 11.4. FEES AND EXPENSES.

The losing party in arbitration shall pay for the fees and expenses of the arbitrator. In the case of a settlement or "split decision," the parties shall equally share the fees and expenses of the arbitrator. The fees and expenses of the arbitrator shall include the cost of a written transcript for the arbitrator. The party seeking a continuance or postponement of an arbitration shall bear the related fees and expenses. The parties may mutually agree to continue or postpone an arbitration for good cause, in which the case the fees and expenses shall be divided equally between the parties.

SECTION 11.5. TIME LIMITS FOR FILING.

No grievance shall be entertained or processed unless it is submitted in writing within fifteen (15) business days after the employee concerned became aware, or should have become

aware through the use of reasonable diligence, of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If the grievance is not appealed to the next step within the specified time limits set forth above, or any mutually agreed upon extension thereof, it shall be considered settled on basis of the District's last answer. If the District does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by mutual written agreement of the District and the Union representatives involved in each step. The term "business days" as used in this Article shall mean the days Monday through Friday inclusive, and shall exclude Saturdays, Sundays, and those holidays on which the District's Administration Building is closed.

SECTION 11.6. PERSONNEL BOARD.

It is expressly understood and agreed that discharges shall not be subject to the grievance procedure set forth in this Article and except as provided in Section 9.3, suspension for more than 30 days and discharges shall be subject to the exclusive jurisdiction of the Personnel Board of the District as provided by the Illinois Revised Statutes and applicable provisions of the Personnel rules and procedures as such rules and procedures may be adopted or from time to time be modified.

SECTION 11.7. TEMPORARY APPOINTEES.

For purposes of this Agreement, the parties agree that temporary appointees who have been employed by the District for more than six (6) months of employment, and who are suspended for more than thirty (30) days, or are discharged, shall be accorded Career Service appeal rights as if

they were statutorily covered by the Personnel Board and applicable Career Service statutes and regulations.

ARTICLE XII NO STRIKE- NO LOCKOUT

SECTION 12.1. STRIKES AND LOCKOUTS PROHIBITED.

During the term of this Agreement, neither the Union nor its officers or agents, or any employee for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, sympathy strike or concerted refusal to work, or refusal to follow reasonable work instruction. During the term of this Agreement, neither the District nor its agents will for any reason authorize, institute, aid or promote as a resolution to a labor dispute any lockout of employees covered by this Agreement.

SECTION 12.2. UNION OFFICIAL RESPONSIBILITY.

The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by the Union or any other group of employees or individuals and to encourage employees violating Section 12.1 to return to work.

SECTION 12.3. DISCIPLINARY ACTION.

The District may discharge or discipline any employee who violates Section 12.1. Furthermore, the District may discharge or discipline any, some, one or all employee(s) who fail to carry out their special responsibilities under Section 12.2.

SECTION 12.4. JUDICIAL RESTRAINT.

Nothing contained herein shall preclude the District from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE XIII SENIORITY

SECTION 13.1. DEFINITION.

Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service in title since the employee's last entry in that title.

SECTION 13.2. APPLICATION OF SENIORITY.

In the application of seniority in layoffs and recall, seniority shall be the determining factor when, among employees involved, the qualifications, skill and ability to perform the work in question are relatively equal. When applying the principles of seniority, skills and abilities, the District's decision shall be made in good faith and its actions shall not be arbitrary or capricious.

SECTION 13.3. TERMINATION OF SENIORITY.

Seniority shall be terminated for any of the following reasons:

- (a) Resignation or retirement;
- (b) Discharge for cause;
- (c) Absence from work for three (3) consecutive workdays without notification to the Department Head or Supervisor, except for just cause;
- (d) Failure to return to work upon the end of a leave of absence or vacation, except for just cause;
- (e) Absence from work because of layoff or any other reason other than an approved leave of absence for disability for a period of time in excess of twenty-four (24) months or the length of the employee's seniority, whichever is shorter, provided that seniority shall be terminated after an absence of one (1) year for disabilities resulting from non-work related injuries, and two (2) years for disabilities resulting from work-related injuries;

(f) Failure to notify the District within one (1) week of the employee's intent to report to work upon recall from layoff, provided that a notice to report for work is sent by registered or certified mail or by telegram to the employee's last known address.

SECTION 13.4. PROBATIONARY PERIOD.

All new Career Service employees and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of six (6) consecutive calendar months. During the employee's probationary period, the employee shall not have access to the grievance procedure. There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the District in a position covered by this Agreement.

SECTION 13.5. SEASONAL HOURLY EMPLOYEES.

The District may hire seasonal hourly employees for a period not to exceed five (5) consecutive calendar months in a calendar year provided that no such employees may be hired to replace monthly Career Service or Probationary Career Service employees on layoff status. Such seasonal employees shall be paid at the wage rates set forth in this Agreement, but they shall not receive any of the other fringe benefits provided for herein, including but not limited to health and welfare benefits, pension benefits, funeral leave, sick leave, personal leave or paid vacation and holiday pay. In the event that seasonal employees are not terminated prior to having worked said five (5) consecutive calendar months, the District shall begin providing fringe benefits to such employees after their completion of said five (5) consecutive calendar months. Seasonal employees shall not accumulate seniority unless and until they have worked a minimum of two five-month seasons in a three-year period for the District. When the District determines that there is a

permanent vacancy in a bargaining unit position and intends to fill such vacancy, the District will give priority consideration to seasonal hourly employees who have accumulated seniority under this Section after recalling any laid off employees in accordance with Section 13.7.

The District further agrees to notify the Union in writing, including by e-mail, and give the union an opportunity to refer qualified individuals at the time it advertises, for such seasonal positions.

SECTION 13.6. SENIORITY ROSTER.

The District shall maintain and keep current a seniority roster noting the employee's date of hire, current position by job title and/or classification and date entering such classification. Any objection to the seniority roster as provided shall be reported in writing to the District within thirty (30) days of the date the seniority roster is provided to the Union or the roster shall stand approved as provided.

SECTION 13.7. LAYOFF AND RECALL.

The District, in its discretion, shall determine whether layoffs are necessary, unless it is clearly established that such a determination is arbitrary. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- (a) Temporary hourly employees in an affected job classification within the bargaining unit;
- (b) Probationary Career Service employees in an affected job classification within the bargaining unit; and
- (c) In the event of further reduction in force, full-time Career Service employees will be laid off from the affected job classification within the bargaining unit in accordance with their seniority; provided, however that an employee laid off or to be laid off may displace (bump) the

least senior employee, if any, in the lower job classification the employee to be laid off held provided further that the employee to be laid off has the then present ability to perform the job.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees in the affected job classification within the bargaining unit 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 without further training.

Employees who are eligible for recall shall be given fourteen (14) calendar day's notice of recall, and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The employee must notify the Department Head of his intention to return within one (1) week after receiving notice of recall. The District shall be deemed to have fulfilled its obligation by mailing the recall notice by registered or certified mail, return receipt requested, or by telegram to the mailing address provided by the employee. It is the obligation and responsibility of the employee to provide the Department Head with his latest mailing address.

SECTION 13.8. TEMPORARY WORK SLOWDOWN OR SHUTDOWN.

The District may temporarily relieve employees of duty because of inclement weather, mechanical failure, lack of materials, lack of funds, acts of God or other similar reasons; affected employees may exercise their seniority rights after they have been laid off work for a period often (10) consecutive work days.

ARTICLE XIV HOURS OF WORK AND OVERTIME

SECTION 14.1. APPLICATION.

This Article is intended to define the normal hours of work per day or per week in effect at the time of the execution of this Agreement. Nothing contained herein shall be construed as a guarantee of hours of work per day or per week or as preventing the District, after notice to the

Union and an offer of an opportunity to discuss the matter, from restructuring the normal workday or workweek, establishing new work schedules for employees or establishing part-time positions.

SECTION 14.2. NORMAL WORKWEEK AND WORKDAY.

The normal workweek for all employees covered by the terms of this Agreement shall be five (5) consecutive days of employment, Monday through Friday. The normal workday shall consist of eight and one half (8 1/2) consecutive hours for each day of employment from 8:00 a.m. to 4:30 p.m. And shall include therein a rest period and meal period as provided in Sections 14.3 and 14.4, respectively.

SECTION 14.3. REST PERIODS.

All employees shall receive at least one (1) fifteen (15) minutes rest period during each full workday. During work beyond the normal hours in a workday, employees shall receive breaks in the same intervals as received during a normal workday.

SECTION 14.4. MEAL PERIOD.

All employees shall, except upon mutual agreement, be granted a thirty (30) minutes non-paid meal period during each regular work shift. Whenever possible, the meal period shall be scheduled at the middle of each shift.

SECTION 14.5. CHANGES IN NORMAL WORKWEEK AND WORKDAY.

The District agrees not to change an employee's workweek or workday on a temporary basis solely for the purpose of avoiding the payment of overtime.

(a) SUMMER HOURS. Notwithstanding the foregoing, it is agreed that between May 1 and August 31 of each contract year, the District may change the established starting time of the Monday through Friday work day for no more than two (2) unit members in each region upon fourteen (14) days written notice to the Union and affected employees. Said starting times shall

not be scheduled more than one (1) hour before or one (1) hour after the regular start time in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. Unit volunteers shall first be sought within the region involved. If an insufficient number of employees volunteer, the least senior employee(s) within the region will be assigned to work those hours. Failure to comply with this provision shall result in the accumulation or payment of appropriate premium time as provided in this Article to affected employees.

(b) **SHIFT WORK.** The District may, during the period between May 1 and August 31 of each contract year, establish an additional eight-hour work shift during the current Monday through Friday work week, subject to the following requirements:

(1) The Union shall receive fourteen (14) days written notice of the establishment of such shift. In appropriate circumstances, the Union may waive such notice, provided that such waiver shall not be unreasonable withheld.

(2) Such shift shall be established for a minimum of five (5) consecutive days (Monday through Friday).

(3) Any additional shift(s) may be established only if the current shift is retained and operated.

(4) Employees employed on any such additional shift shall be compensated at a premium rate of no less than eight (8) hours pay for 7 hours work and a half hour paid lunch period (or any variation thereof resulting in a premium of no less than 6.25%).

(c) **SHIFT SELECTION.** In the event the District establishes an additional shift as provided for in the preceding paragraph or in the event a vacancy occurs on a shift which the District, in its discretion, chooses to fill, the District shall provide notice of such shift or vacancy

and shall seek qualified volunteers for such vacancy. In the event there are more volunteers than vacancies, qualified employees shall be selected by seniority. In the event there are insufficient qualified volunteers to fill the positions, the District will select the least senior qualified employees in the bargaining unit. In either event, the employee selected must possess the skill and ability to perform the available work without additional training.

SECTION 14.6.

(a) OVERTIME AUTHORIZATION. Overtime is not to be incurred unless specifically authorized by the Department Head or his designee. Overtime will be compensated in accordance with the provision of the following Section 14.7.

(b) OVERTIME ASSIGNMENT. Overtime shall continue to be assigned by current practice. A reasonable amount of overtime shall be a condition of continued employment provided, however, that the District shall first solicit volunteers from the region involved. In the event that the District does not secure a sufficient number of volunteers to meet the District's overtime needs, the District may mandatorily assign such overtime by inverse seniority.

If bargaining unit members are contacted at home and asked to telephone personnel to work overtime, they shall be paid for a minimum of one (1) hour or for the time actually spent making phone calls, whichever is greater, at the appropriate rate.

SECTION 14.7. COMPENSATION FOR OVERTIME AND COMPENSATORY TIME OFF.

Any employee who is authorized to work overtime on any normal workday or outside the normal workweek as defined in Section 14.2 of this Agreement, shall be compensated for such overtime as in the manner provided, however, that payment for work performed on holidays shall be governed by the holiday pay provisions of Section 16.3 of this Agreement.

Any employee who works authorized overtime, as defined herein shall be granted compensatory time off therefore at the rate of 1½ hours for each hour of overtime worked up to one hundred twenty (120) hours. Payment for overtime worked in excess of the above maximum shall be made in cash at 1 ½ times the employee's regular rate of pay as calculated under Section 14.9 in effect at the time the employee receives such payment. In cooperation with the Union, the District shall establish a program whereby employees who have accumulated more than one hundred twenty (120) hours on the effective date of this Agreement shall "burn off" such excess hours (in accordance with the contract) by April 1st of each year or be compensated for such hours.

Any employee who has accumulated sixty (60) hours may elect to use an accumulated compensatory time for segments of not less than six (6) hours upon written request. During the months of October to and including April, absent emergency or extraordinary circumstances, employee requests made at least five (5) working days in advance of the hours to be taken shall be granted. During the months of May through and including September, such requests made with the same notice shall be granted if consistent with the operational needs of the District. Under no circumstances shall such requests be unreasonable or discriminatorily denied.

It is understood further that the District may require any employee who has accumulated in excess of sixty (60) hours to take compensatory time off upon thirty (30) days written notice provided:

- (1) Employees are first given the right to elect a particular day(s) or time(s) the employee desires within thirteen (13) weeks of such notice;
- (2) Such requirement shall not be used for the purpose of avoiding the accrual or payment of overtime;
- (3) Such requirement shall not be unreasonably or discriminatorily imposed; and

(4) Such requirements shall not be used to circumvent the work jurisdiction of the Union or the seniority provisions or layoff provisions of this Agreement.

Upon termination or upon layoff and written request of the employee, an employee who has accrued compensatory time off shall be paid for the unused compensatory time at a rate not less than:

- a. The average regular rate received by such employee during the last three (3) years, or
- b. The final regular rate received by such employee, whichever is higher.

"Termination" as used herein shall include voluntary or involuntary termination for any reason or death of the employee. In the event of the death of an employee, payment of the value of accrued compensatory time shall be made to his estate.

When vacancies in bargaining unit classifications exist, the District shall forego its right to require employees to use "F-Time" until the vacancies have been filled.

SECTION 14.8. NO PYRAMIDING.

Neither compensation nor compensatory time off shall be paid more than once for the same hours under any provision of this Article or Agreement.

SECTION 14.9 OVERTIME CALCULATIONS

Overtime shall be calculated by multiplying the prevailing hourly wage rate, if applicable, certified to the District by the Chief Executive Officer of the Union or his designee multiplied by one and a half (1 1/2) times.

ARTICLE XV VACATIONS

SECTION 15.1 EARNING VACATION LEAVE

From the date of hire until completion of five (5) years of service, employees shall earn thirteen (13) workdays per year of vacation leave with full pay. Vacation leave shall not accumulate beyond twenty (20) work days. After the completion of five (5) years of service until the completion of ten (10) years of service, employees shall earn fifteen (15) workdays per year of vacation leave with full pay which shall not accumulate beyond twenty (20) workdays. After the completion of ten (10) years of service, employees shall earn twenty (20) workdays per year of vacation leave with full pay which shall not accumulate beyond twenty-five (25) days. Any earned vacation leave in excess of the limits imposed herein shall be forfeited at the commencement of the calendar year. If a bargaining unit employee exceeds the limits herein imposed as a result of having their vacation leave limited, denied, prohibited or canceled and did not have another opportunity to use the leave, the limits may be extended subject to the concurrent approval of the department/division head and the Director of Human Resources. Requests for extensions shall not be unreasonably denied. Employees on any form of unpaid leave of absence shall not earn vacation leave. Employees shall earn vacation leave at the rate of one-twelfth for each month in which the employee works or is paid at least twenty-five percent (25%) of the calendar days in the month. After an employee's earned vacation leave has been so computed, if there remains a fractional balance of $\frac{1}{2}$ of a workday or less, the employee shall be deemed to have earned a full workday of vacation leave in lieu of a fractional balance.

SECTION 15.2. TAKING VACATION LEAVE.

Vacation leave may be taken in increments of not less than one-half workday after the employee has been employed by the District for six (6) months. Employees may not take vacation

leave before it is earned. Employees shall request vacation leave as far in advance as is reasonable possible. Requests for vacation leave may be denied by the Department or Division Head if such absence would adversely affect and interfere with the orderly performance and continuity of District services. In the case of an emergency as determined by the Chief Executive Officer, the District may cancel and reschedule any or all approved vacation leaves in advance or in the course of their being taken. For purposes of this Section, an emergency is defined as a reasonably unforeseeable event. To the extent that sick leave may be exhausted, an employee may request and use vacation leave for purposes other than taking a vacation.

The rate of vacation pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

SECTION 15.3. REQUESTS FOR VACATION.

In order to assure the orderly performance and continuity of services provided by the employees and their respective Departments, each employee wishing to schedule a vacation should request such vacation leave as far in advance as reasonably possible, but the request shall be made at least one (1) month in advance of the requested vacation period absent emergency circumstances. In order to better assure that their vacations may be scheduled when they want them, employees should, as set forth in the next Section, actually request their vacations as many months in advance as possible. Requests for vacation shall be granted upon approval of the Department Head, in accordance with next Section, unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of municipal service. Such requests, however, shall not be arbitrarily denied.

SECTION 15.4. SCHEDULING VACATIONS.

Vacations will be scheduled, insofar as possible and practical, at those times requested by each employee. However, because of the nature of the work and the requirement that the orderly performance and continuity of municipal services be maintained, it may be necessary to limit the number of vacation days taken or prohibit any employee from taking vacations during a particular period or at the same time. In terms of scheduling vacations and resolving any conflicts which may arise, the following procedure will be used in each Department. Requests for vacation will be processed giving preference to the order in which the vacation requests are received, with those received at the same time for the same vacation period, then time in title will be the determining factor. The District shall provide the employee with written notice granting or denying the vacation request no later than ten (10) calendar days after the request is submitted. The District will provide a written explanation concerning all negative responses for scheduled vacation requests.

SECTION 15.5. HOLIDAYS DURING VACATION PERIOD.

In the event a holiday occurs during the period when an employee is on approved vacation leave, such holiday may be considered as a holiday and shall not be counted as part of the employee's vacation. The employee shall not be eligible for or receive the bonus holiday pay if he takes holiday leave.

SECTION 15.6. RETURNING VETERANS.

Every returning veteran shall, upon completion of three (3) months actual service in the District, be credited at the rate of one and one-twelfth ($1\frac{1}{12}$) scheduled working days per month for each month of military service recently completed, but not to exceed twenty (20) scheduled working days, as vacation leave. The maximum accumulation for vacation leave credited to such returned veteran shall at no time exceed twenty (20) scheduled working days.