

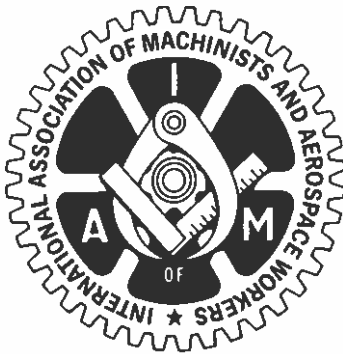
AGREEMENT

between

**QUINCY PARK DISTRICT,
(SEASONAL)**

and

**DISTRICT NO. 9, INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**



JANUARY 1, 2018 - DECEMBER 31, 2020

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Working Agreement	1
I	Management Rights	1
II	Recognition	2
III	Seniority	3
IV	Grievance	4
V	Union Security	5
VI	Leave of Absence	5
VII	Discontinuance – Lay-off	6
VIII	Hours of Work	6
IX	Funeral Leave	7
X	Personal Time	8
XI	General	8
XII	Pension	10
XIII	Wage Rates	10
XIV	Termination	11

WORKING AGREEMENT

THIS AGREEMENT, made and entered into this January 1, 2018, by and between the QUINCY PARK DISTRICT of Quincy, Illinois, hereinafter referred to as the DISTRICT, and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT NO. 9, hereinafter referred to as the UNION, is for the exclusive joint use and benefit of the contracting parties as defined and set forth herein.

The intent and purpose of this Agreement is to establish a harmonious relationship between the District and its employees covered by this Agreement and the Union.

ARTICLE I

Management Rights

Section 1. The District retains the sole right and authority to operate and manage the park operation and direct the working force; to maintain order and efficiency in its plans and operations; to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased; to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as expressly provided in this Agreement.

Section 2. The District has the exclusive right to determine the organization and operations of the district; to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons; to add, delete or alter methods of operation, equipment or facilities; and, to add, delete or alter policies, procedures, rules and regulations.

Section 3. The District retains the sole right to discipline employees, including suspension, layoff and discharge for proper cause, including violation of any of the terms of this Agreement.

Section 4. The District retains the exclusive right to determine employee work schedules, employee work assignments, employee standards of work performance, employee position classifications, employee job descriptions and to fully determine qualifications for employment, as well as work rules and scope of work as deemed necessary to the District.

Section 5. Any of the rights, powers, and authority the District had prior to entering into this Agreement are retained by the District, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

Section 6. Subject to the grievance and arbitration procedure as set forth in Article IV of this Agreement, there shall be no work stoppage, strike, slowdown, or other interference with production, nor shall there be any lockout of any employee by the District during the term of this Agreement, by reason of any grievance or disagreements by the parties hereto.

The District retains the right to discipline or discharge any employee who violates this provision.

ARTICLE II

Recognition

Section 1. The District recognizes the Union as the exclusive bargaining agent for all Seasonal Laborers covered by this Agreement, excluding office clerical and professional employees, supervisors, and all production, mechanics and maintenance employees.

Section 2. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

Section 3. No employee will be discriminated against because of race, sex, religion, age, disability or national origin.

Section 4. Upon receipt of a signed authorization form from an individual, the District will deduct from said employee's pay the initiation, reinstatement fee, M.N.P.L. donation and monthly dues payable by him/her to the Union during the period set forth in said authorization.

Deductions shall be made on account of such fees and/or dues bi-weekly from the employees' paychecks after District's receipt of such authorization and monthly thereafter bi-weekly from the employees' paychecks.

The deductions shall be remitted to the Secretary-Treasurer of District No. 9 of the Union no later than the fifteenth day of the month following the deductions made in the month. The District shall furnish the Secretary-Treasurer monthly with a written record of those for whom deductions have been made and the amount of the deductions.

The Union will from time to time notify the District in writing of the names of the Secretary-Treasurers, the amounts of initiation fees, reinstatement fees, and monthly dues, such amounts shall conform to the Constitution and By-laws of the Union, and the Law.

Section 5. In the event of under-deductions or over-deductions, adjustments will be made in subsequent deductions, and the Union will indemnify the District against any liability.

Section 6. Employees who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the cost of the collective bargaining process in accordance with the applicable Labor Relations Act. For the purpose of this Section, proportionate share shall not exceed the regular monthly dues of membership in the Union.

ARTICLE III

Seniority

Section 1. Seniority is an employee's length of service with the District in years, months and days from his/her last hire date.

Section 2. All new employees shall be subject to a probationary period of forty-five (45) working days, after which their seniority shall date from their original hiring date. During said period, the District has the sole right to determine their job abilities and performance and may terminate their service at the District's discretion.

Section 3. Seniority and the employment relationship shall be terminated when an employee:

1. Quits; or
2. Is discharged for proper cause; or
3. If absent for three (3) consecutive work days and does not report for work at the beginning of the fourth consecutive work day without notifying employee's supervisor; or
4. Has less than one (1) season of seniority and is laid-off for a period of one (1) season or length of service up to three (3) seasons whichever is greater; or
5. Is absent due to illness or other physical disability for a period of two (2) seasons; or
6. Is laid off and fails to report to work when recalled within a period of three (3) working days. If the employee requests, in writing, additional time to return to work, said time may be granted up to ten (10) additional work days; or if employee presents an acceptable reason for his/her failure to return at such time.

ARTICLE IV

Grievance

Section 1. A grievance is a dispute or difference of opinion between the District and the Union, or between the District and an employee(s) concerning the breach, violations, meaning or application of any of the terms or conditions of this Agreement.

Step 1. The aggrieved employee(s) shall present their grievance to their immediate Supervisor (within five (5) working days after he/she knew or should have known) following the occurrence of said grievance and if they wish, may be accompanied by a Steward. The aggrieved's immediate Supervisor shall answer said grievance within two (2) working days.

Step 2. If not settled in Step 1, the grievance shall be reduced to writing and signed by the aggrieved employee and the Union Steward, and shall be presented to the appropriate Director within three (3) working days from the immediate Supervisor's Step 1 response.

Step 3. The appropriate Director shall give his/her written reply within three (3) working days to the Union Steward.

Step 4. If not settled in Step 3, the Executive Director shall be notified, in writing, by the Union and the Executive Director shall schedule a meeting between the Representative of the Local Union, International Union, the Steward, associated representative of District management/supervision and the aggrieved employee if requested within ten (10) work days. The Executive Director shall give a written reply to the Steward and Union office within five (5) work days of said Step 4 meeting.

Step 5. Should a satisfactory settlement not be effected by the parties, the grievance shall be submitted to arbitration within ten (10) days. The parties shall jointly request from the Federal Mediation and Conciliation Service a list of nine (9) names of available arbitrators. The parties shall alternately strike names until only one remains who shall be the arbitrator to be appointed. The parties will alternate striking the first name.

The arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this Agreement. The arbitrator may consider and decide only the particular issue or issues presented to him/her by the District and the Union, and his/her decision must be based solely upon an interpretation of the provisions of this Agreement. The arbitrator shall render a decision no later than thirty (30) days from the day of the arbitration hearing. The arbitrator's decision shall be final and binding on the parties. The expenses and salary, if any, of the arbitrator's shall be paid equally by the District and the Union.

Section 2. Should an answer not be given by either party within the specified time limits as spelled out, the grievance will be considered to have been settled.

Section 3. Unless otherwise noted, all time limits set forth in each of the steps shall be exclusive of Saturdays, Sundays, and holidays or any day observed as a holiday unless so noted to the contrary. Both parties may agree mutually to extend the time limits allotted to any step in the grievance arbitration procedure.

Section 4. Discharge cases shall be taken up in the 2nd step of the grievance procedure within three (3) working days from the date of discharge; otherwise, any grievance pertaining to said discharge will deemed to have been waived.

Section 5. Warning letters over two (2) years old will be removed from the employee's file and will not be used for further disciplinary action, provided the employee receives no further discipline of the same nature during this period.

Section 6. Written letters and/or disciplinary action over two (2) years old will be kept in an employee's file, but after two (2) years will not be used for further disciplinary action, provided the employee receives no further discipline of the same nature during this period.

ARTICLE V

Union Security

Section 1. The District will recognize two (2) Union Stewards selected by the Union. One (1) from the Golf Department and one (1) from the Parks Department. During their term in office, the Union Stewards shall be the last laid off and the first to be recalled.

Section 2. All Union business, with the exception of District authorized grievance hearings and/or collective bargaining shall not be conducted on District property or during District work hours of recognized employees.

Section 3. The authorized representative(s) of I.A.M.A.W. shall have reasonable access to the working facilities of the District after first notifying the Executive Director of the purpose of the visit.

ARTICLE VI

Leave of Absence

Section 1. The District will follow all applicable laws as they relate to leaves of absence. They will also give due consideration to employees needing unpaid leave time. The Union realizes that the employees do not work year round, and therefore, it is somewhat harder to grant leaves for anything more than an emergency.

ARTICLE VII

Discontinuance - Lay-Off

Section 1. In the event of job discontinuance or a lay-off, employees with the least hire date seniority in the affected area (i.e. golf course, parks) shall be removed from that area. If an opening exists in the other affected area, any employee laid off or discontinued would have a right to said job prior to the District hiring a new seasonal employee for that position, provided that individual can demonstrate the necessary skills to perform the work in question.

Section 2. Recall shall be by the most senior employee on lay-off in said area (i.e. golf course, parks). If the golf course needs help, they will recall from those working at the golf course. If the park maintenance needs help, they will recall from those working at the maintenance facility.

ARTICLE VIII

Hours of Work

Section 1. The normal work week shall be Monday through Sunday, consisting of up to forty (40) hours of work during the season.

Section 2. Time and one-half shall be paid for all hours worked in excess of forty (40) hours per week. Time and one-half shall be paid for all hours worked on District's recognized holidays. Employees may be scheduled to work Sundays.

Section 3. Park Department weekend work scheduling shall be determined by seniority, starting with the most senior qualified employee and working down the eligibility list.

Westview Golf Course weekend work scheduling requires Saturday and Sunday work. Unless a seasonal employee agrees to do otherwise, they will not be scheduled consecutive Saturdays. Additionally, the same would be true of Sunday. If the employee agrees, in writing, they could be scheduled to work consecutively for the sake of this section.

Section 4. Each employee shall be entitled to a fifteen (15) minute break in the first half and in the second half of their shift. Employees break time shall be determined by the employee's immediate Supervisor.

Section 5. Employees, if they choose, may credit overtime worked at one and one-half times the hourly rate to comp time to a maximum of forty (40) hours. Employees must designate comp time at the time they so schedule the overtime. Any comp time that is banked must be used by the end of each season.

Section 6. Overtime may be required by the District through shift extension, emergency call-in or if scheduled.

Section 7.

Parks Department – The work schedule for all Parks Department employees will be as follows:

- December 1, the normal work schedule will be 7:00 a.m. to 3:00 p.m.;
- June 1, the normal work schedule will be 6:30 a.m. to 2:30 p.m.;
- All scheduled Saturday and Sunday work will begin at 6:00 a.m.;
- All employees will be granted a twenty (20) minute paid lunch period that must be taken on site.

Westview Golf Course – The work schedules and starting times shall be fully based on Golf Course operations, as determined by the Director of Golf. Westview employees shall be granted up to a one (1) hour unpaid lunch period.

The workweek, for the purpose of computing overtime, shall start at midnight on Sunday and end at 11:59 P.M. on the following Sunday. Additionally, if the Executive Director or his designee should declare an emergency situation, then the Parks Department and the Westview Golf Course work schedule will be waived by the Union.

Section 8. Employees who are called into work on Saturday and/or Sunday and are not scheduled to work, shall receive a minimum of two (2) hours call out pay regardless of the number of hours worked. This shall be paid at one and one half times the employee's rate of pay only if they exceed forty (40) hours in a work week.

Section 9. Employees who report to work on a regularly scheduled work day and are sent home shall be paid a minimum of two (2) hours of pay at their rate. However, if the employee is notified at least thirty (30) minutes (by District clocks) prior to their regular shift that they are not needed, then this section does not apply. Further, the District is not responsible for being unable to reach an employee to give them their notice.

ARTICLE IX

Funeral Leave

Section 1. All Seasonal Union employees will be granted up to three (3) days off, with pay, to tend to the needs of the family due to the death of an eligible family member. For the purpose of definition, an eligible family member shall include: spouse, son, daughter, mother, father, stepson, stepdaughter, brother, sister, grandmother, grandfather, grandchildren, stepmother, stepfather, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunts and uncles. Time off shall be consecutively scheduled workdays and shall end the day of the funeral or the day after if travel is necessary.

ARTICLE X

Personal Time

Section 1. Employees will be granted two (2) paid personal days the third (3rd) and fourth (4th) years of employment.

Employees will be granted three (3) paid personal days the fifth (5th) and sixth (6th) years of employment.

Employees will be granted four (4) paid personal days the seventh (7th) year of employment and every year thereafter.

The above schedule will be reduced by one (1) day in each category for new employees hired on January 1, 2012 and thereafter. All current employees will be grandfathered in on the above schedule.

Personal time must be taken in the year earned and will not carry over from one calendar year to the next. Employees will not be compensated for unused personal time. If an employee skips a season or more of employment, and returns, they will revert to the first year of consideration for the sake of this benefit. New employees (Training Wages) must work one hundred and sixty (160) hours before being able to use personal days. Tier I and Tier II employees may use personal days as soon as they return to work each year with no hours worked restriction. For those who have been granted two (2) or more personal days, no more than two (2) personal days may be taken consecutively, and no more than two (2) personal days may be taken in any one (1) pay period.

ARTICLE XI

General

Section 1. Bulletin Boards – The District will provide five (5) bulletin boards to be used by the Union for posting of Union related business at suitable District locations. No other location on District property shall be used for Union purposes.

Section 2. Safety Committee – During the term of this Agreement, one (1) employee from the bargaining unit shall be selected by the Union to be on the Safety Committee. Said committee shall meet with the District representatives when scheduled by the District, at least quarterly.

Section 3. Park Facility – Seasonal Union employees and their immediate family (spouse and minor children) living with them only will be issued a District-Wide Facility Pass for Park District sponsored programs and facilities. The following benefits apply to the employee during the term* of his/her employment with the District:

- Free golf at Westview Golf Course;
- Free use of Batting Cage facility – miniature golf, batting cages, paddleboats;
- Free admission to Wavering Aquatic Center and Indian Mounds Pool during public hours;
- 10% discount on Art Keller Marina slip rental;
- Free shelter house reservations/use;
- 50% discount on golf cart rental;
- Free golf handicap;
- Free storage locker at Westview Golf Course (upper lockers based on availability);
- 25% discount on Westview pro shop merchandise
- Free recreation program registration (non-contractual programs);
- Sweatshirts for all Tier II employees and the Union Stewards.

*Term is defined as a period of time during which the Seasonal Union employee is employed by the District.

Tier I and Tier II Seasonal Union employees may continue to use the golf benefit (free golf and 50% discount on cart rental) during the time they are on lay-off.

Section 4. Clothing – The District will provide each employee who is expected to work forty (40) hours a week one (1) cap, four (4) collared, polo golf shirts, and four (4) t-shirts with pockets. To any employee expected to work less than forty (40) hours a week, the District will provide one (1) cap, two (2) collared, polo golf shirts, and two (2) t-shirts with pockets.

In all cases, the District will allow the employee to keep their issued clothing when they are terminated or on lay-off.

Section 5. Seasonal employees, who are applying for full-time Union positions, will be given early internal posting and first opportunity of an interview.

Section 6. Holiday Pay – Seasonal employees will be paid their regular rate of pay for the holidays listed below, if employed during the period immediately before and after the holiday. Time and one-half shall be paid for all hours worked on District recognized holidays. Employees will receive holiday pay for the amount of time the employee is normally scheduled to work, maximum eight (8) hours per holiday. When any regular holiday falls on a Saturday, it shall be observed on the preceding Friday. When any regular holiday falls on Sunday, it shall be observed on the following Monday. The following shall be considered paid holidays under this Agreement each calendar year: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve (1/2 day p.m.), Christmas Day, and New Year's Eve (1/2 day p.m.).

Section 7. Sick/Dependent Sick – Sick Leave, with pay, will be earned as follows: if you work 160 hours per calendar month, you will earn one (1) sick day (8 hours). If you work at least 80 hours per calendar month, you will earn a ½ sick day (4 hours). Employees will only be allowed to take sick leave, with pay, that they have previously accumulated. Unused sick leave may be carried over to the next year with an annual maximum accumulation of 40 hours. Sick leave, with pay, may only be taken for employee illness or illness of an immediate family member. The employee is required to notify his/her immediate Supervisor prior to or within fifteen (15) minutes of his/her scheduled shift start time. The employee must be employed to qualify for paid sick leave.

Section 8. Jury Duty/Witness Service/Coroner Panel – Any employee who is called and thereby required to appear for Jury Duty, Witness Service or a Coroners Panel shall be excused for each day of service falling on his regular work days with pay. Employees will be paid the difference between the hours of pay missed from work and any payment received for said service.

ARTICLE XII

Pension

Section 1. The District will follow all applicable State and Federal Laws.

ARTICLE XIII

Wage Rates

Section 1. Training Wages (First 960 Hours Worked):

2018	\$11.78/hour
2019	\$11.99/hour
2020	\$12.21/hour

Tier I (After 960 Hours Worked):

2018	\$12.48/hour
2019	\$12.70/hour
2020	\$12.93/hour

Tier II (After 4 Years of Employment):

2018	\$14.04/hour
2019	\$14.29/hour
2020	\$14.55/hour

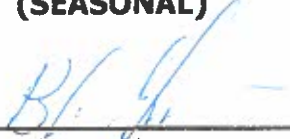
ARTICLE XIV

Termination

Section 1. The Agreement shall be and remain in full force and effect from January 1, 2018 and shall continue in full force and effect including December 31, 2020, and thereafter for successive one-year periods on January 1 of each anniversary date, unless one of the parties hereto on or before the sixtieth (60th) day next preceding any anniversary date shall notify the other party hereto, in writing, of its desire to terminate or amend this Agreement.

IN WITNESS WHEREOF, the said Quincy Park District has caused its name to be hereunto subscribed by the President and Secretary of the Board of Commissioners pursuant to the approval and authority of the Board of Commissioners of the Quincy Park District and the said Union has caused its name to be hereunto subscribed by the Business Representative of District No. 9, International Association of Machinists and Aerospace Workers, pursuant to approval and authority of said Union said names being subscribed this 1st day of January, 2018.

**QUINCY PARK DISTRICT
(SEASONAL)**


BY 
Bob Gough
President, Board of Commissioners
Quincy Park District

DATE 1/4/2018



Rome Frericks
Executive Director
Quincy Park District

1/4/2018

**DISTRICT NO. 9, INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

BY 
Kevin Broemmer
Business Representative

DATE 1-4-2018


Jeff Baldwin
Union Steward


Richard Koyer
Union Steward

KB:cmk/opeiu#13
12/27/17