AGREEMENT

between

QUINCY PARK DISTRICT FULL-TIME EMPLOYEE CONTRACT

and

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



JANUARY 1, 2025 - DECEMBER 31, 2027

Workers, pursuant to approval and author	tional Association of Machinists and Aerospace ority of said Union said names being subscribed
this 1st day of January, 2025.	
Jan Alfle	all i
Shawn Altgilbers	Mark Philpot
Business Representative	President, Quincy Park District
District No. 9, IAMAW	Board of Commissioners
12/16/24	12/11/24
Date	Date / /
Cuthony Malloy	From FL
Tony Mallory	Rome Frericks
Union Steward – Parks	Executive Director, Quincy Park District
District No. 9, IAMAW	
12-16-24	12/11/24
Date	Date / /
Kevin Ritter	

Union Steward - Golf

Date

District No. 9, IAMAW 12 - 14 - 29

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ARTICLE XX

Wage Rates

Section 1. All employees will receive the following wage increases:

	Effective 1/1/25 \$2.50	Effective 1/1/26 5%	Effective 1/1/27 5%
Laborer*	\$22.30	\$23.41	\$24.58
Mechanic	\$24.23	\$25.44	\$26.71
Crewleader	\$25.72	\$27.00	\$28.35
Golf Crew leade	er \$26.22	\$27.53	\$28.90

*Note: Laborer without certification, \$1.00 less than Laborer. Current employee wages would be frozen at current rate until raises amounted to \$1.00. New employees will start with this class until certified and all employees in this class will move up to Laborer once they are certified.

ARTICLE XXI

Termination

Section 1. The Agreement shall be and remain in full force and effect from January 1, 2025 and shall continue in full force and effect including December 31, 2027, 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. The Agreement shall be and remain in full force and effect from January 1, 2025 and shall continue in full force and effect including December 31, 2027.

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

Uniform quality (Union made) and quantity to be determined by the District. Each employee shall, at all times, wear the prescribed District working uniform while on duty and shall be responsible for appropriately laundering same.

All District authorized employee safety equipment and apparel shall be furnished by the District.

Section 6. Sub-Contracting – No Union employees will be laid off or displaced due to sub-contracting.

On the issue of government assisted programs and utilization of volunteer labor: The District will have the right to bring these agencies in for the purpose of performing such work tasks as the Union agrees. The Union has the right to determine what work tasks will be performed by the individuals of said agencies. The intent of this language is only to clarify the District's and Union's right to utilize these agencies and not to diminish their rights under the law.

ARTICLE XVIII

<u>Insurance</u>

Section 1. Health - The District for the term of this Agreement shall provide to each employee Health Insurance, without cost, and as determined by the Board of Commissioners for all District full-time employees, as part of the health insurance, the District shall provide each employee drug prescription coverage.

Furthermore, the District agrees to continue its practice of providing the same coverage to bargaining unit employees, as it provides to other District employees and families, including management.

Life - The District shall also provide each employee Life Insurance; Accidental Death and Dismemberment Insurance, without cost. Said coverage shall not be less than fifteen thousand dollars (\$15,000).

ARTICLE XIX

Pension

Section 1. As of January 1, 2003, all Union full-time employees will pay the employee contribution to participate in the Illinois Municipal Retirement Fund.

Section 3. On the Job Injury Leave – When an employee has been injured in the course of employment, the District will pay to him/her their full salary less the amount received from Workmen's Compensation for a period not to exceed fifty-two (52) weeks. At the end of the 52nd week period said employee will receive set amount set forth by Worker's Compensation.

ARTICLE XVII

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. (Maintenance 1,2,3, Westview Turf Care, Marina)
- <u>Section 2</u>. Safety Committee During the term of this Agreement, two (2) employees 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.** Supervisors It is agreed and understood, that periodically, it is in the best interest of the Park District and the tax paying public, to permit supervisors to perform manual labor or instruct an employee or show a new technique. Allowing supervisors to perform manual labor or provide instruction is NOT intended to replace or minimize work provided by Union employees. The intent is to meet the immediate expectations of the public.
- **Section 4.** Park Facility Employees, spouses and children (as defined in the current personnel code) living with them shall be eligible for season passes at no charge for the use of the aquatic, golf and recreational areas of the District. A ten percent (10%) marina slip rental discount will be granted as long as the District operates the Marina. A discount of ten percent (10%) shall also be given off the established retail prices set on the Pro Shop merchandise.
- **Section 5.** Clothing The District will provide each employee with five (5) bright colored dri-fit t-shirts, five (5) trousers, three (3) long sleeve t-shirts, winter jacket, light weight spring/fall jacket either/or hooded sweatshirt, hat, and uninsulated bibs.

Section 4. The District shall be given forty-eight (48) hours' notification when personal time is to be taken. The Department Head may approve comp/personal time on a short notice, based on workload, exception; an employee who has a dependent who becomes ill without notice will be approved.

Section 5. Employees will earn eight (8) hours of personal leave for every three (3) months they work and will be fully vested after nine (9) months of employment with the District. Employees who are in their probation period will not be allowed to use personal leave and will be granted accumulated paid personal leave credit only after successful completion of his/her probationary period.

ARTICLE XVI

Health Leave

Section 1. Sick Leave - Beginning with the first complete month of employment each employee shall earn eight (8) hours of sick leave per month.

Annual Benefit Incentive: Any regular full-time employee who uses sixteen (16) hours or less of sick leave during a full calendar year shall be rewarded an additional sixteen (16) hours of vacation leave to be used during the following calendar year.

An employee who uses sick leave shall notify his/her immediate Supervisor prior to or within fifteen (15) minutes after his/her scheduled shift.

Termination Benefit Incentive: Upon voluntary termination of employment, regular full-time Union employees shall receive eight (8) hours of pay for every eighty (80) hours of sick leave accumulated during their term of employment. A minimum of five hundred (500) hours of sick leave must be accumulated before any payment is made. A maximum of one hundred and sixty (160) hours' pay may be received. Payment will be based on a five (5) day, forty (40) hour work week.

Accrual credit for this reward will begin January 1, 1995. Any sick leave accumulated prior to January 1, 1995 must be used for illness or credited in accordance with Public Act 84-112.

Section IA. Sick leave, with pay, will be earned by all regular full-time employees at the rate of eight (8) hours for each full month of service. Employees will only be allowed to take sick leave, with pay, that they have previously accumulated.

Section 2. Wellness Leave – The District will allow each employee two (2) days per year for wellness leave with pay. Said leave is for the purpose of undergoing routine or detailed tests or exams from physicians, dentists, etc. for the purpose of maintaining good physical health.

Wellness leave may not accumulate from year to year.

from work or when work in another area required additional help. The period of thirty (30) days may be extended due to public emergencies such as public or natural disasters.

Section 2. Employees temporarily transferred to work in a classification which is compensated at a higher rate shall receive a rate of pay equal to the next highest salary step to his/her existing rate of pay within the temporary classification, in accordance with the District Salary Schedule.

ARTICLE XIII

Jury Duty

Section 1. Any employee who is called and thereby required to appear for jury service, witness service or a coroner's panel, shall be excused, for each day of service falling on his/her regular work days, with pay, the difference between eight (8) times his regular hourly rate and payment he/she receives for such service.

ARTICLE XIV

Funeral Leave

- **Section 1.** Employees will be granted up to three (3) days off, with pay, for time lost 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.
- **Section 2.** Should a unit employee die and his/her family requests that fellow employee(s) act as pallbearers, the District will allow such request and pay each employee(s) for the lost time which is required to perform the deed.

ARTICLE XV

Personal Time

- **Section 1.** Each employee shall be granted up to twenty-four (24) hours off annually to be used for personal reasons, to include personal reasons of a dependent.
- **Section 2.** Personal time is not cumulative from one (1) calendar year to another. An employee will not be compensated for unused personal time.
- **Section 3.** Personal/Comp time may be used in increments of two (2) hours or more.

scheduled sign-ups shall be for both Saturday and Sunday, including any Monday or Friday holidays if the anticipated workload, as determined by the department head, requires said scheduling. An employee passed over for the following reasons will remain at the bottom of the list if:

- 1. He/She is not qualified to perform the assigned work;
- 2. His/Her working would violate State or Federal Wage/Hours Law;
- 3. He/She is on a week's vacation and has taken five (5) days' vacation the previous Monday through Friday. This includes the weekend before and after said week's vacation. Week's vacation has priority over a vacation time one day at a time;
- 4. He/She has a vacation day, holiday, personal time, wellness time on the Friday preceding or the Monday following; and/or
- 5. He/She has signed off to take a weekend or weekend day off. Said employee must sign off in writing.

Section 7. 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 times shall be determined by the employee's immediate Supervisor.

Section 8. Employees, if they choose, may credit overtime worked at one and one-half times the hourly rate to comp time to an annual maximum of eighty (80) hours. Employees must designate comp time at the time they so schedule the overtime.

Any unused comp time may be carried over to the June 1st of the following year, at which time any unused comp time will be forfeited.

Section 9. Overtime may be required, by the Park District, through shift extension, emergency call-in or if scheduled.

Section 10. A rolling sign-up sheet will occur for overtime work when required. The most senior employee will have first choice of sign up, moving down the list until the weekend is filled. The next senior employee on the list will then have first choice for the next sign-up sheet. If the "first choice" person declines, they move to the bottom of the list.

ARTICLE XII

Temporary Transfers

Section 1. Temporary transfers, for a period not to exceed thirty (30) days, within the calendar year, may be made by the District when employees are ill or absent

Section 3. Time and one-half shall be paid for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. Daily and weekly overtime will not be paid for the same hours worked. Employees may be scheduled to work Sundays (as outlined in Section 6 of this Article). Sunday work schedule will not be more than four (4) hours and not less than two (2) hours. All hours worked on Sundays will be paid at time and one-half plus an additional fifty cents (.50) premium per hour or compensation time at two (2) times the rate, whichever the employee chooses.

Section 4. Any pay received in lieu of work shall be considered a part of the forty (40) hour work week for purposes of computing overtime.

Section 5.

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

- Normal Work Schedule 6:30 a.m. until 2:30 p.m. year round;
- 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 will be granted a twenty (20) minute paid lunch period that must be taken on site.

The workday, for the purpose of computing overtime, shall start at midnight and end at 11:59 P.M. Should an employee be called in prior to his/her regular shift, he/she shall be granted the opportunity to work out his/her regular scheduled shift.

Section 6. Parks Department weekend work scheduling shall be determined by seniority, starting with the most senior qualified employee and working down the eligibility list until one (1) employee signs on for the weekend schedule. Golf Department weekend work scheduling shall be determined by seniority within the classification working, starting with the most senior qualified employee within the classification and working down the list until an adequate number of employees are signed up for the weekend schedule. The sign-up sheet for the weekend schedule(s) will be posted one (1) month in advance. (Note: For the purposes of this section, the "Parks Department" and the "Westview Golf Course" are considered different departments.)

If one (1) or more qualified employees do not sign-up for weekend work, the least senior qualified employee will be assigned to the weekend schedule. An employee who worked the previous weekend will not be assigned to work the weekend immediately following unless said qualified employee(s) elects to work. Weekend work

ARTICLE X

Discontinuance - Lay-Off

Section 1. In the event of a job discontinuance or a lay-off, employees with the least hire date seniority in the affected classification shall be removed from their classification.

Employees removed from the affected classifications shall exercise their hire date seniority in any other classification in which they can perform the work or can become qualified to perform within forty-five (45) working days if such hire date seniority is great enough to obtain a job. If said employee becomes qualified then the youngest hire date seniority employee in the classification will be displaced. If said employee cannot become qualified within forty-five (45) working days he/she shall be discontinued.

Employees bumped from any classification in accordance with these provisions shall exercise their hire date seniority in the same manner in any classification in which they can perform the work or can become qualified to perform work within forty-five (45) working days.

- **Section 2.** The District will post for two (2) working days those whose jobs are to be discontinued.
- **Section 3.** Employees who as a result of being discontinued or bumped shall have their bidding rights restored.
- **Section 4.** Recall shall be by the most senior employee on lay-off in said classification.

ARTICLE XI

Hours of Work

- **Section 1.** The normal work week shall be Monday through Friday, consisting of forty (40) hours of work in the months of January, February, March, November and December. The normal work week shall be Monday through Saturday consisting of forty (40) hours of work in the months of April through October. During which time employees will not be required to work more than four (4) hours on a Saturday (not less than two (2) hours) at which time they will have a maximum of four (4) hours (not less than two (2) hours) off during one (1) day in that week.
- **Section 2.** Employees will remain on duty during regular work periods of inclement weather.

- **Section 2.** When any of the holidays as selected are not worked, an eligible employee shall receive eight (8) hours at his/her regular hourly rate.
- **Section 3.** When a holiday falls within an employee's vacation period, the holiday shall not be charged to the employee as a day of vacation.
- **Section 4.** Employees who are scheduled or who work on any of the holidays or on a day observed as said holiday shall be compensated for the time worked at one and one-half $(1\frac{1}{2})$ times his/her regular hourly rate of pay and shall have the additional time off with pay as applicable.
- <u>Section 5</u>. When any of the enumerated regular holidays as stipulated in Section 1, paragraph 2, falls on a Saturday, it shall be observed on the preceding Friday. When the holiday falls on Sunday, it shall be observed on Monday.

ARTICLE IX

Bidding

Section 1. When a new job opening is created or a vacancy exists within recognized Union position classifications, said job shall be posted for two (2) working days on the bulletin board.

Eligible employees interested in bidding on such opening must sign a bid slip and give it to his/her Union Steward who will deposit said slip with the appropriate Department Head or his/her designated representative. Employees on active employment probation are not eligible to bid. An employee cannot withdraw his/her bid once it has been given to the Union Representative.

Said opening shall be awarded by ability and qualifications of those who have bid on said openings. Union Seniority shall govern when the ability and qualifications of employees involved to perform work required are relatively equal.

- **Section 2.** A successful bidder shall not be allowed to bid again for a period of six (6) months after the award of said bid.
- **Section 3.** If no employee has bid on the vacancy, the District may give the vacancy to any employee with his/her consent; recall an employee who is on lay off, leave the vacancy open; hire a new employee.

A new employee shall not be hired until all employees on lay off are recalled who have the ability and qualifications and are capable of performing the job.

Section 4. If employees fail to bid on the vacancy and the District does not fill the opening and elects to continue the process of filling the vacancy, it has to be reposted before assigning anyone to the opening if forty-five (45) calendar days have passed since the opening was first posted.

Employees who terminate employment with the Park District who have used vacation leave in advance will pay the Park District the difference between earned service and advance leave.

- **Section 2.** Employees can carry-over a maximum of ten (10) earned and accrued vacation days during any one (1) calendar year. All other accrued vacation time earned must be taken within the calendar year earned or the employee will forfeit same.
- **Section 3.** Vacation schedules are to be determined by the appropriate Department Head or his/her designated representative. While due consideration for individual employee convenience may be given, the needs of the District in scheduling workloads will be the controlling criteria.

In case there are conflicting dates among employees, seniority shall govern.

- **Section 4.** Employees terminated for any reason during a calendar year shall be eligible for pro-rata vacation at the time of termination. Such pay shall be computed on the basis of one twelfth (1/12) for each month worked after January 1 of each year.
- **Section 5.** Employees shall be allowed to take their vacation in increments of no less than four (4) hours at a time.
- **Section 6.** During an employee's probation period no vacation days will be granted and accumulated vacation will only be earned upon successful completion of the probationary period.
- **Section 7.** Employees called in to work while on approved vacation will be paid one and one-half $(1\frac{1}{2})$ times their hourly rate of pay and may either have replacement vacation time for those hours worked OR be paid at their normal rate of pay for that vacation time.

ARTICLE VIII

Holidays

Section 1. 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, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve (full day), Christmas Day, and New Year's Eve (full day).

necessity, a personal leave may be extended if application is submitted to the Executive Director a minimum of one (1) work day prior to expiration of the original leave. Leaves will not be granted to allow employees to take employment elsewhere and employees violating this provision will be considered to have quit their job with the District. Employees requesting leaves of absence must use all appropriate earned paid time off with the exception of the Union Steward who is attending Union school/training up to a maximum of five (5) continuous calendar days per year. Accrual of benefits will cease during leaves of absence.

Section 2. Any employee with seniority who requests, in writing an unpaid medical leave, exclusive of earned unused sick leave accrual, shall be granted such leave after such illness has been certified by a physician who recommends that such employee be placed on a medical leave of absence. At the District's discretion, the employee may be required to be examined by a physician of the District's choosing, at the District's expense, if any. If the District's designated physician does not certify that the employee be placed on a medical leave of absence, a third physician's opinion shall be required. Associated costs, if any, to be at the District's expense. Selection of the third opinion physician shall be by mutual agreement between the District and said employee. The decision of the third opinion physician shall be binding on all parties.

Section 3. Employees who suffer compensable on the job industrial injury shall be granted a leave of absence for the period of disability.

Section 4. The employee's seniority shall accumulate during such leave.

ARTICLE VII

Vacations

Section 1. All employees who are in the employ of the District at the end of the calendar year with less than one (1) year of service, shall receive one (1) day of paid vacation time-off for each month of service in which he/she has worked three-quarters or more of his/her regular work days during said calendar month (any pay in lieu of work, holidays, sick days, etc., shall count as a day of work) up to maximum of ten (10) days.

Each January 1, thereafter, said employee shall be entitled to ten (10) working days of vacation per year. Refer to Article XVI, page 13 "Health Leave".

Employees who pass their fifth year of service (hire date) with the Park District, shall be entitled to one (1) additional day of vacation and one (1) additional day of vacation for each year thereafter to a maximum of twenty-five (25) working days of paid vacation.

Employees may not take earned vacation leave in advance of the current calendar year.

- **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 one (1) year will be removed from the employee's file and will not be used for further disciplinary action provided the employee receives no further discipline during this period.
- **Section 6.** Written letters and/or disciplinary action over one (1) year will be kept in an employee's file, but after one (1) year will not be used for further disciplinary action, provided the employee receives no further discipline during this period.

ARTICLE V

Union Security

- **Section 1.** The District will recognize two (2) Union Stewards selected by the Union (one Parks and one Golf Course).
- **Section 2.** The Steward for the purpose of lay-off, shall head the seniority list and shall not be displaced by other employees or discontinued, by reason of lay-off or bumping, as long as he is qualified to perform the work. For the purposes of this section, the "Parks" and "Golf Course" will be considered separate departments.
- **Section 3.** 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 4.** The authorized representative/s of I.A.M.AW shall have reasonable access to the working facilities of the Park District after first notifying the Executive Director of the purpose of the visit.

ARTICLE VI

Leave of Absence

Section 1. Personal, unpaid, leaves of absence not to exceed thirty (30) calendar days may be granted to employees for cause stated in writing by the employee's appropriate Department Head or designated Representative. In cases of

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 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 Department Head within three (3) working days from the immediate Supervisor's Step 1 response.
- **Step 3**. The appropriate Department Head 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) working days. The parties shall jointly request from the Federal Mediation and Conciliation Service a list of nine (9) names available arbitrators. The parties shall alternately strike names until only one remains which remaining name 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 not 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 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.

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. Union Seniority supersedes length of service during bidding and layoff procedures.

Section 2. All new employees shall be subject to a probationary period of ninety (90) calendar 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 twelve (12) months of seniority and is laid-off for a period of twelve (12) months or length of service up to three (3) years whichever is greater; or
- 5. Is absent due to illness or other physical disability for a period of twenty-four (24) months; 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.

- <u>Section 5</u>. 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 Park 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 production, mechanics and maintenance employees covered by this Agreement, excluding office clerical and professional employees, supervisors, and all employees designated by the District as part-time and seasonal.
- **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 or 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-Treasurer, the amounts of initiation fees, reinstatement fees, and monthly dues, shall conform with the Constitution and By-Laws of the Union, and the Law.

WORKING AGREEMENT

THIS AGREEMENT, made and entered into this January 1, 2025, 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 and recreation facilities 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 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 the 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.