

RESOLUTION NO. 21-376

**RATIFICATION OF A 3 YEAR COLLECTIVE BARGAINING AGREEMENT WITH
METROPOLITAN ALLIANCE OF POLICE CHAPTER #714**

Whereas, the FOREST PRESERVE DISTRICT OF DU PAGE COUNTY and the METROPOLITAN ALLIANCE OF POLICE, CHAPTER #714, entered into negotiations for a collective bargaining agreement; and,

Whereas, the negotiating teams for both parties have resolved all outstanding issues for a new three-year collective bargaining agreement to cover the period January 1, 2022 through December 31, 2024; and,

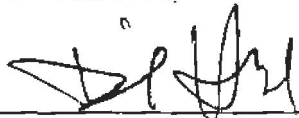
Whereas, the Board of Commissioners has determined that it is reasonable, necessary and desirable to approve the terms of said collective bargaining agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Forest Preserve District of DuPage County, as follows:

1. The preambles set forth above are incorporated herein and made a part hereof;
2. The Board of Commissioners hereby approves the collective bargaining agreement;
3. The Secretary of the Commission is hereby authorized and directed to transmit a certified copy of this Resolution to the Manager of Human Resources for the FOREST PRESERVE DISTRICT.

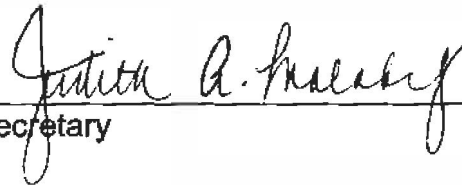
PASSED AND APPROVED by the President and Board of Commissioners of the FOREST PRESERVE DISTRICT OF DU PAGE COUNTY, this 21st day of December, 2021.

APPROVED:



President

ATTEST:



Secretary

**AGREEMENT
BETWEEN
THE FOREST PRESERVE DISTRICT
OF DUPAGE COUNTY
AND
METROPOLITAN ALLIANCE OF POLICE,
CHAPTER #714,
(RANGERS AND SENIOR RANGERS)
January 1, 2022 through
December 31, 2024**

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I RECOGNITION	1
Section 1.1. Recognition.	1
ARTICLE II UNION RIGHTS	2
Section 2.1. Bulletin Board.	2
Section 2.2. Union Business.	2
Section 2.3. Dues Deductions.	2
Section 2.4. Fair Share (Removed)	2
Section 2.5. Indemnification.	2
ARTICLE III MANAGEMENT RIGHTS	3
Section 3.1. Management Rights.	3
ARTICLE IV NO DISCRIMINATION	4
Section 4.1. No Discrimination.	4
Section 4.2. Americans with Disabilities Act.	4
ARTICLE V NO STRIKE/NO LOCKOUT	4
Section 5.1. No Strike.	4
Section 5.2. No Lockout.	5
ARTICLE VI GRIEVANCE PROCEDURE	5
Section 6.1. Definition of Grievance.	5
Section 6.2. Grievance Procedure.	5
Section 6.3. Binding Arbitration.	7
Section 6.4. Arbitrator's Authority.	8
Section 6.5. Time Limits.	8
Section 6.6. Fees and Expenses of Arbitration.	8
Section 6.7. Method of Determination.	8
Section 6.8. Rights.	9
Section 6.9. Aggrieved Employee.	9
Section 6.10. Miscellaneous.	9
Section 6.11. Grievance Meetings.	9
Section 6.12. Class Grievance.	10

ARTICLE VII SENIORITY AND LAYOFFS	10
Section 7.1. Definition.	10
Section 7.2. Probationary Period.	10
Section 7.3. Layoffs.	11
Section 7.4. Recall.	11
Section 7.5. Effects of Layoff.	12
Section 7.6. Posting of Seniority List.	12
Section 7.7 Termination of Seniority.	12
Section 7.8 Severance Pay.	13
ARTICLE VIII HOURS OF WORK	13
Section 8.1. No Guarantee.	13
Section 8.2. Hours of Work.	13
Section 8.3. Schedule Assignments.	14
Section 8.4. Weekend Switch.	15
Section 8.5. Overtime.	16
Section 8.6. Emergency Call Back/Holdover Pay.	16
Section 8.7. Compensatory Time.	16
Section 8.8. No Pyramiding.	17
Section 8.9. Guidelines for Emergency Closing of the Workplace.	17
ARTICLE IX SICK LEAVE	18
Section 9.1. Purpose and Use.	18
Section 9.2 Sick Leave Accrual.	18
Section 9.3. Use of Sick Time.	19
Section 9.4. Monetary Compensation Upon Termination.	19
ARTICLE X OTHER LEAVES OF ABSENCE	21
Section 10.1. Jury Duty.	21
Section 10.2. Bereavement Leave.	22
Section 10.3. Military Leave.	22
Section 10.4. Family Medical Leave Act.	23
ARTICLE XI VACATIONS	23
Section 11.1. Eligibility and Accrual of Vacation.	23
Section 11.2. Vacation Pay.	24
Section 11.3. Vacation Scheduling.	24
Section 11.4. Vacation Pay Upon Separation	25
ARTICLE XII HOLIDAYS AND PERSONAL DAYS	25
Section 12.1. Holidays.	25

Section 12.2. Eligibility Requirements.	26
Section 12.3. Holiday Pay.	26
Section 12.4. Personal Days.	27
ARTICLE XIII WAGES	27
Section 13.1. Salaries.	27
ARTICLE XIV INSURANCE	27
Section 14.1. Coverage.	28
Section 14.2. District Insurance Benefit Reciprocity.	28
Section 14.3. Terms of Insurance Policies to Govern.	28
ARTICLE XV DISCIPLINE	29
Section 15.1. Discipline.	29
Section 15.2. Suspension Pending Investigation.	29
Section 15.3. Pre-suspension or Discharge Meeting.	29
Section 15.4. Arbitration of Suspension or Discipline.	30
Section 15.5. Disciplinary Rights of a Ranger.	30
ARTICLE XVI MISCELLANEOUS PROVISIONS	30
Section 16.1. Ratification and Amendment.	30
Section 16.2. Gender.	30
Section 16.3. Performance Appraisals.	30
Section 16.4. Fitness for Duty.	31
Section 16.5. Tuition Reimbursement.	31
Section 16.6. Outside Employment.	31
Section 16.7. Drug and Alcohol Testing.	32
Section 16.8. Conferences and Professional Memberships Procedures.	32
Section 16.9. Uniform.	32
Section 16.10. Credit Union Guidelines.	32
Section 16.11. Deferred Compensation Program Guidelines.	33
Section 16.12. Employee Assistance Program (EAP).	33
Section 16.13. Employee Retention Incentive Program.	33
ARTICLE XVII SAVINGS CLAUSE	33
ARTICLE XVIII ENTIRE AGREEMENT	33
ARTICLE XIX TERMINATION	34
APPENDIX A	36
APPENDIX B	37

1

PREAMBLE

THIS AGREEMENT, entered into by the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY (hereinafter referred to as the "District" or the "Employer") and the METROPOLITAN ALLIANCE OF POLICE, CHAPTER #714 (hereinafter referred to as the "Union") is in recognition of the Union's status as the representative of the District's full-time Rangers and Senior Rangers.

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the District; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

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

ARTICLE I **RECOGNITION**

Section 1.1. Recognition. The District recognizes the Union as the sole and exclusive collective bargaining representative for all full-time Rangers and Senior Rangers employed by the District (hereinafter referred to as "Rangers" or "employees"), but excluding all supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act ("Act") and all other employees of the District.

ARTICLE II
UNION RIGHTS

Section 2.1. Bulletin Board. The District will make bulletin board space available in or proximate to the Ranger office rooms for posting of Union and/or Chapter notices of meetings, the seniority roster, notices of educational opportunities, memos in relation to Union and/or Chapter business, and notices of extra duty opportunities. The District reserves the right to remove postings that it reasonably believes are illegal, inflammatory, or political in nature.

Section 2.2. Union Business. Unless otherwise provided in this Agreement, no Union business shall be conducted during the paid work time (not including paid lunch breaks) of any employee covered by this Agreement.

Section 2.3. Dues Deductions. Upon receipt of proper written authorization from any employee, the District shall deduct each month's Metropolitan Alliance of Police dues in the amount certified by the Treasurer of Metropolitan Alliance of Police from the pay of said Rangers covered by this Agreement who, in writing, authorize such deductions. Such written authorizations shall remain in effect unless a Ranger revokes such written authorization by providing written notice to the District. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made on a monthly basis.

Section 2.4 Fair Share (Section Deleted in its Entirety).

Section 2.5. Indemnification. The Union shall indemnify, defend and hold harmless the District and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable costs for counsel that shall arise out of or by reason of action taken or not taken by the District in complying with the provisions of this Article provided that the District does not

initiate the action. If an improper deduction is made, the Union shall refund any such amount direction to the Ranger.

ARTICLE III
MANAGEMENT RIGHTS

Section 3.1. Management Rights. Except as expressly limited by the express provisions of this Agreement, the District retains all traditional rights to manage and direct the affairs of the District in all of its various aspects and to manage and direct its employees, including but not limited to the right to make and implement decisions with respect to the following matters without having to negotiate over such decisions or the effects of such decisions: to establish, plan, direct, control and determine the budget and all the operations, services, policies and missions of the District; to supervise and direct the working forces; to determine the qualifications for employment and job positions and to employ employees; to determine policies affecting the training of employees; to schedule and assign work, to transfer and reassign employees; to establish work, performance and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and services; to determine the methods, means, organization and number of personnel by which departmental services shall be provided or purchased; to make, alter and enforce rules, regulations, orders and policies; to hire, suspend, discipline, terminate, evaluate, promote or demote employees; to establish new job classifications and/or modify, revise, combine or eliminate current job classifications; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other District employees or persons not covered by this Agreement; to change or eliminate existing equipment or facilities and to introduce new equipment or facilities; to subcontract work; to establish change, add to or reduce the number of hours, shifts and schedules to be worked; and to relieve or lay off employees. The District shall also have the right to take any and all actions as may be necessary to carry out the mission of the District in the event of civil emergency as may be declared by the Board President, the Executive Director, or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods

or other catastrophes or financial or other emergencies, and to suspend the terms of this Agreement during such civil emergency.

ARTICLE IV
NO DISCRIMINATION

Section 4.1. No Discrimination. In accordance with applicable federal and state law, neither the District nor the Union shall discriminate against any employee because of race, sex, creed, color, religion, sexual orientation, or national origin. The Union shall represent all employees fairly.

Section 4.2. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, it is agreed that the District has the right to take any actions deemed necessary to be in compliance with the requirements of the Americans with Disabilities Act.

ARTICLE V
NO STRIKE/NO LOCKOUT

Section 5.1. No Strike. The Union agrees on behalf of itself and the Rangers that neither it, nor they, will, singly or in concert, engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, sympathy strike, intentional withholding of services, picketing of District offices or homes of District officials, slow-down, sit-in, "tan-flu", or intentional refusal to work at any time for any reason.

Any or all employees who violate any of the provisions of this Article may be disciplined by the District as provided for in this Agreement. Each employee who holds the position of Ranger or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Chapter agrees to inform its members of their obligation under this Agreement and to direct them to return to work. Nothing contained herein shall preclude the District from obtaining judicial restraint and damages in the event there is a violation of this Section. Unless the

parties agree otherwise, and unless there is a successor agreement in place, this Section 5.1 shall sunset upon the conclusion of the term of this Agreement.

Section 5.2. No Lockout. The District will not lockout Rangers. A "lockout" shall refer to a refusal by the District to allow Rangers to work in order to obtain a concession with regard to rates of pay, hours of work, and other conditions of employment; this term does not apply to a reduction in force, curtailment of operations or disciplinary action involving termination or suspension. Unless the parties agree otherwise, and unless there is a successor agreement in place, this Section 5.2 shall sunset upon the conclusion of the term of this Agreement.

ARTICLE VI GRIEVANCE PROCEDURE

Section 6.1. Definition of Grievance. It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee against the District involving the meaning, interpretation or application of the express provisions of this Agreement. The District shall not be required to pay any Ranger wages for grievance related work, unless the Ranger is the grievant and is required by the Division Director or his designee to be present in a grievance meeting on the Ranger's on-duty time, in which case the Ranger shall receive his regular rate of pay for all time spent. The Chapter may appoint a Ranger, who may attend grievance meetings scheduled pursuant to Steps One through Four. The Chapter shall notify the Human Resources Manager ("H.R. Manager") in writing of the name of the non-probationary Ranger designated to do so, provided that the District shall not be required to recognize a Ranger who has not completed a suspension.

Section 6.2. Grievance Procedure. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days after the first occurrence of the event giving rise to the grievance or within seven (7) calendar days

after the Ranger, through the use of reasonable diligence, should have become aware of the first event giving rise to the grievance in accord with the following procedure:

Step One: Manager: By written notification from the Ranger to his/her Manager, the grievance is to set forth the facts giving rise to the grievance, the contract provision(s) allegedly violated, and the remedy requested. The Manager or designee shall render a written response to the grievance within seven calendar days after receipt of the grievance and shall, if requested by the Chapter or the Ranger, meet to discuss the grievance prior to answering it, in which case the Manager's or designee's response will be due within seven calendar days after such meeting.

Step Two: Appeal to the CSE Director. If the grievance is not settled in Step One, or, if a reply is not given within the time provided therefore and the Ranger decides to appeal, the Ranger shall, within seven (7) calendar days from receipt of the Step One response, appeal the grievance in writing to the CSE Director. The CSE Director or designee may meet with the Ranger and a Chapter representative at a mutually agreeable time to discuss the grievance. If a meeting is held and no agreement is reached or if no meeting is held, the CSE Director or designee will submit a written response to the grievance within seven (7) calendar days of the date the grievance is appealed to Step Two or within seven (7) calendar days after the conclusion of the meeting, whichever is applicable.

Step Three: Appeal to the HR Manager. If the grievance is not settled in Step Two and the Ranger decides to appeal, said Ranger shall within seven (7) calendar days after receipt of the response of the CSE Director or designee in Step Two or after the expiration of time therefore, file a written appeal to the HR Manager of the District. In response to such notice, the HR Manager may meet with the Ranger and the Chapter representative at a mutually agreeable time to discuss the grievance. If a meeting is held and no agreement is reached or if no meeting is held, the HR

Manager or his/her designee shall submit a written response to the grievance within fourteen (14) calendar days from the date the grievance is appealed to Step Three or within fourteen (14) calendar days of the conclusion of the meeting, whichever is applicable.

Step Four: Appeal to the Executive Director of the District. If the grievance is not settled in Step Three and the Ranger decides to appeal further, said Ranger shall within seven (7) calendar days after receipt of the response of the HR Manager or designee in Step Three or after the expiration of time therefore, file a written appeal to the Executive Director of the District. In response to such notice, the Executive Director may meet with the Ranger and the Chapter representative at a mutually agreeable time to discuss the grievance. If a meeting is held and no agreement is reached or if no meeting is held, the Executive Director or his/her designee shall submit a written response to the grievance within fourteen (14) calendar days from the date the grievance is appealed to Step Four or within fourteen (14) calendar days of the conclusion of the meeting, whichever is applicable.

Section 6.3. Binding Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration by giving written notice to the Executive Director within twenty-one (21) calendar days after receipt of the Executive Director's reply in Step Four or after the expiration of time therefore. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom shall be members of the National Academy of Arbitrators. Upon receipt of the panel, the party requesting arbitration shall strike the first name and the parties shall thereafter strike names alternately until only one name remains. The person whose name remains shall become the arbitrator, provided, that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the District and the Chapter. In addition to providing notice

of his appointment, such letter shall request that he set a time and a place for the hearing, subject to the availability of District and Chapter representatives.

Section 6.4. Arbitrator's Authority. The arbitrator shall not have the power to amend, ignore, delete, add to or change in any way any of the terms of this Agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. In addition, the arbitrator shall have no authority to impose upon any party any obligation not provided for explicitly in this Agreement. The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the date on which briefs are submitted, whichever is later. Any decision or award of the arbitrator rendered within the limitations of this Section 6.4 shall be final and binding upon the District, the Union, and the employees covered by this Agreement.

Section 6.5. Time Limits. No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not appealed within the time limits governing appeal, it shall be deemed settled on the basis of the last reply of the District, unless the parties have mutually agreed in writing to extend a relevant time period. If the District fails to provide a reply within the time limits so provided, the grievant or Chapter, whichever is applicable, may immediately appeal to the next step within the applicable time limits therefore.

Section 6.6. Fees and Expenses of Arbitration. The fee and expenses of the arbitrator, including the cost of written transcript, shall be borne equally by the District and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.7. Method of Determination. It is understood these grievance and arbitration procedures shall not apply to any matter as to which the District is without authority to act and that the filing and pendency of any grievance shall not preclude the

District from taking the action or continuing to follow the course complained of which is the subject of the grievance. There shall be no suspension or interference with work because of any grievance or any incident which is or could have been the subject of a grievance.

Section 6.8. Rights. No settlement or agreement shall be binding on the Chapter unless the Chapter has had the opportunity to be present and agree to such settlement. It is acknowledged that the Chapter has the right to exercise its discretion to refuse to process an employee grievance that the Chapter believes is not meritorious.

Section 6.9. Aggrieved Employee. An employee who files a grievance must have a direct interest in the grievance in that the outcome of the grievance directly affects the employee's own wages, hours or work conditions as set out and determined by the provisions of this Agreement. Each grievance shall be considered a separate matter and shall be handled separately and distinctly. Separate grievances shall not be arbitrated together, except by mutual written agreement of the District and the Chapter.

Section 6.10. Miscellaneous. No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the District unless and until the District has agreed thereto in writing. Nor shall any alleged action or inaction by any member of the bargaining unit be considered as the basis for a grievance under this Agreement unless such action or inaction is specifically authorized or directed by the District.

Section 6.11. Grievance Meetings. If a grievance meeting at any of the steps of the grievance procedure set forth in this Article is scheduled during the regularly scheduled working hours of any employee involved in the meeting, any such employee will be permitted to attend the meeting without loss of pay. However, nothing contained in this Article shall be deemed to entitle an employee attending said meeting outside the

employee's regular hours of work to any form of compensation for time spent at the meeting.

Section 6.12. Class Grievance. The Union may file a "class grievance" if it (a) affects two (2) or more bargaining unit members, (b) involves the same facts and issue(s), and (c) requires the interpretation or application of the same contractual provision(s). A "class grievance" can be submitted by the President of Chapter #714 within the time limits for the filing of a grievance as set forth in this Article. A decision on a "class grievance" shall be final and binding on all affected bargaining unit members who are in the class.

ARTICLE VII SENIORITY AND LAYOFFS

Section 7.1. Definition. For the purposes of this Agreement, seniority shall be based on the length of continuous service as a Ranger/Senior Ranger from the last date of hire. Seniority shall accrue during all authorized paid leaves of absence. Seniority shall not accrue during layoff or unpaid leaves of absence, excluding FMLA. In the event that employees in a job classification have the same seniority date, for purposes of breaking a tie in seniority, the employee whose last name falls first in the alphabet shall have the greater seniority.

Section 7.2. Probationary Period. The probationary period shall be twelve (12) months in duration from the first date of hire in the employee's job classification. An employee moving from a Ranger to a Senior Ranger position shall have a six (6) month probationary period. During this probationary period, the District reserves the right to transfer such employee back to the Ranger classification for non-performance and the employee has the right to bump down to the Ranger classification.

Time absent from duty in excess of thirty (30) calendar days annually shall not apply towards satisfaction of the probationary period. During the probationary period, a

Ranger is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or any other forum.

Section 7.3. Layoffs. If the District in its sole discretion determines that a layoff is necessary within the bargaining unit, employees shall be laid off in reverse seniority within their rank (Ranger/Senior Ranger), and Senior Rangers will be allowed to bump down one rank to Ranger to avoid layoff/reduction in force.

Any Senior Ranger who elects to bump down shall have his/her seniority continue to accrue at the rank of Senior Ranger from such time as the Senior Ranger bumps down. Any employee who is laid off shall retain seniority pursuant to Section 7.7. Any Senior Ranger who is laid off/bumped into the rank of Ranger shall be subject to recall to the rank of Senior Ranger by seniority.

All probationary employees in a position affected by layoff shall be separated before any non-probationary employee shall be subject to such a reduction in the work force.

Section 7.4. Recall. Employees who are laid off shall be placed on a recall list for a period of six (6) months. If there is a recall, employees who are still on the recall list shall be given written notice of a recall by certified or registered mail. The employee shall notify the District's HR Manager, in writing, of the employee's intention to return to work within three (3) calendar days after receiving notice of recall or seven (7) calendar days from the date of the mailing of the notice, whichever is less. The District shall be deemed to have fulfilled its obligations by mailing the recall notice to the employee's last known mailing address, by certified or registered mail, return receipt requested, it being the obligation and responsibility of the employee to provide the District with the employee's latest mailing address. If an employee does not respond in a timely manner to a recall notice, the employee's name shall be removed from the recall list and shall lose his/her right to be re-employed. Recalled employees shall report to work within fourteen (14) days after their notification of intent to return to work (or such further date as may, in the sole discretion of the District, be designated).

Section 7.5. Effects of Layoff. During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the District:

1. An employee shall be paid for any earned but unused vacation days.
2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage.
3. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

Section 7.6. Posting of Seniority List. The District agrees to post annually the lists covering the names of employees who are covered by this Agreement, in order of seniority from last date of hire in each position covered by this Agreement (as defined in Section 7.1). The District shall not be responsible for any errors in the seniority lists unless such errors are brought to the attention of the District in writing within fourteen (14) calendar days after the Chapter's receipt of the lists.

Section 7.7 Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes, if the employee:

- a) resigns from the District;
- b) is discharged for just cause;
- c) voluntarily retires;
- d) is laid off for a period in excess of six (6) months, or the employee's length of service, whichever is less;
- e) does not perform work for the District for a period in excess of one (1) year;
- f) is laid off and fails to notify the HR Manager or designee of his intention to return to work within three (3) calendar days after receiving notice of recall or fails to return to work within two (2) working days after the established date for the employee's return to work;

- g) fails to report to work at the conclusion of an authorized leave or vacation unless there are proven extenuating circumstances beyond the employee's control that prevent notification; OR
- h) is absent for two (2) consecutive working days without authorization unless there are proven extenuating circumstances beyond the employee's control that prevent notification.

Section 7.8 Severance Pay. Severance pay may be paid to Rangers, in those cases where a layoff is implemented, as follows. The payment of severance pay shall be at the District's sole discretion.

Years of Service	Days Paid
1 through 2 years	10 days
3 through 5 years	15 days
6 through 10 years	25 days
11 through 15 years	35 days
16 through 19 years	45 days
20 years or greater	50 days

If an employee accepts another position within the District before the effective date of his/her layoff, severance pay will not be paid out.

**ARTICLE VIII
HOURS OF WORK**

Section 8.1. No Guarantee. This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, work period, or year.

Section 8.2. Hours of Work. The current schedule of the Rangers consists of several shifts. The regular late shift may be assigned to a Sr. Ranger. The regular late shift

may only be assigned to a Ranger on a voluntary basis. All shifts consist of eight (8) hours, and the normal week shall consist of forty (40) hours. The regular opening shift shall begin no earlier than two (2) hours before sunrise, and the regular late shift shall end up to three (3) hours after sunset but never later than 10:30 pm. Said hours of work shall be directly and reasonably related to the needs of the District in providing services to the public. The work day shall include a thirty (30) minute paid lunch period.

Special shifts may be assigned on a voluntary basis with the lowest ranking non-probationary Ranger working that day assigned if there are no volunteers. Once a non-probationary Ranger has been assigned for the month, he/she shall go to the bottom of the assignment list. No Ranger shall be required to work more than one special assignment per month, unless there have been insufficient volunteers and all Rangers have been previously assigned one time that month. There shall be as much advance notice provided by email, text, or scheduling system notification to the affected Ranger as possible, but no less than three (3) working days' notice. Such special shifts shall not be arbitrarily assigned. If a Ranger's lunch period is substantially interrupted by emergency work duties, the Ranger shall be allowed to take additional time off for lunch to account for his/her thirty (30) minute lunch period, work permitting.

For purposes of overtime calculation, holidays, personal days, vacation days and compensatory time shall be included in hours worked. Sick days, bereavement leave and workers' compensation shall not be included in hours worked.

Employees will be given a draft schedule 25 days prior to the start of the next month and a final schedule 15 days prior to the start of the month.

Section 8.3. Schedule Assignments. The District retains the right to determine the total number of Rangers to be assigned to each shift. Non-probationary Rangers will have the right yearly to bid by seniority for the preferred day off Monday through Friday and weekend rotation. Such schedule picks will be completed by November 1st for the upcoming year. The schedule for the following calendar year will be effective January 1st and will remain in effect for that calendar year. It is understood, however, the Manager of Site Operations retains the right to reassign Rangers, temporarily, if he/she determines

that it is operationally necessary, provided that such reassignment will not be unreasonable.

Rangers will be scheduled on alternating weekends, providing one weekday off per week. Each staff member may work one (1) additional weekend shift (two (2) total days) as reasonably determined necessary by the Manager of Site Operations or his/her designee. In these situations only, when a Ranger works two consecutive weekends, two consecutive weekdays will be scheduled off between the two weekends. Extra weekends will be bid yearly based on seniority. Such picks will be completed by November 1st. Such requests will not be unreasonably denied.

Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas and New Year's holidays will be bid yearly based on seniority. Within each Division, the Ranger with the most seniority will make the first selection of his/her choice of a holiday off and selections shall occur according to seniority until all employees have made an available selection. Once the rotation cycle has been completed, if there are any additional available holiday slots, the selection process shall begin again with the most senior employee. Such picks will be completed by November 1.

Requests for time off will be honored and awarded on a first come, first served basis after the initial schedule is complete, as provided in this Section. Any extra mandated weekend days Rangers are required to work will be paid pursuant to Section 8.5. Overtime.

Section 8.4. Weekend Switch An employee must submit a written (including by email) request to switch his/her full regularly scheduled weekend shift rotation with another employee's weekend shift rotation within the employees' job classification. Any such request must be submitted at least 24 hours in advance and shall be subject to the approval of the supervisor[s] for both employees involved in the requested switch and shall at all times be subject to the needs of the department. When such a switch occurs, the employee will still be required to account for the 40 hours of work for the week. They may do this by either adjusting regularly scheduled weekdays off or taking personal time off. A weekend switch must be completed within the calendar year. A weekend switch shall not be unreasonably denied.

Section 8.5. Overtime. Any hours actually worked by employees covered by this agreement in excess of forty (40) hours per week shall constitute overtime, which shall be paid at the rate of one and one-half (1 ½) times the employee's then regular hourly rate of pay. For purposes of overtime calculation, holidays, personal days, vacation days and compensatory time shall be included in hours worked. Sick days, bereavement leave and workers' compensation shall not be included in hours worked.

Section 8.6. Emergency Call Back/Holdover Pay. Emergency call-back/holdover is defined as a situation in which an employee is called back to work or held over in order to respond to an emergency or a significant unplanned occurrence that requires immediate response.

A call-back/holdover shall be compensated at one and one-half (1 1/2) times an employee's regular straight-time hourly rate of pay for all hours worked on call-back/holdover, with a two (2) hour minimum. This section shall not be applicable to scheduled overtime, scheduled meetings, training programs, or other pre-scheduled events or activities. If an employee has called in sick on a given workday, he/she will not be called for an emergency call-back.

Section 8.7. Compensatory Time. In lieu of overtime pay, Rangers may elect to accumulate up to a maximum of eighty (80) hours of compensatory time at any one time. Compensatory time shall be granted on the basis of one and one-half hours of compensatory time for each hour of overtime worked. Compensatory time may be carried over to the next calendar year as long as the maximum of eighty (80) hours at any one time is not exceeded. Accumulated compensatory time shall be scheduled at the mutual convenience of the employee and the Manager or his designee as long as it will not result in overtime or otherwise adversely affect or interfere with the operations of the department. With at least thirty (30) days written notice, the District may pay a Ranger for a portion or all of his/her accumulated compensatory time that exceeds forty (40) hours at his/her then

current hourly rate of pay. Upon termination or retirement, a Ranger will be paid for all accumulated but unused compensatory time at the Ranger's current hourly rate of pay.

A request to carry a compensatory time balance in excess of the allowable eighty (80) hours may be made to the Executive Director, whose decision shall be non-reviewable and not subject to the grievance procedure. If approved, the allowable compensatory time balance may not exceed one hundred (100) hours.

Employees employed on or before December 31, 2011 who have earned compensatory time and retire from the District, may elect to have the payout on his/her last paycheck in one lump sum, spread out over the last four (4) months of employment, have a portion of payouts paid and reported not to exceed IMRF's 125% rule and the rest held and paid in the second calendar month, or held to be paid in the second calendar month after termination (five (5) months' notice must be given).

Employees employed on or after January 1, 2012 who have earned compensatory time and retire from the District will have the payout, on his/her last paycheck.

Section 8.8. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provisions of this Agreement.

Section 8.9. Guidelines for Emergency Closing of the Workplace. If the District opens late, closes early, or closes for the full day while an employee is at work, the employee will be compensated at his regular rate of pay for a standard workday. If an employee is not at work but is scheduled to work a day when the District opens late, closes early, or closes for the full day, the employee may use his/her earned paid time or take the day (or portion of the day) as an unpaid day. Employees with previously scheduled paid time off shall take the time off as scheduled and will be unaffected by this provision. An employee who is required to work when the District is closed will be granted equivalent time off to be taken at a time mutually convenient to the employee and the District's operating needs. If the District opens late, closes early, or closes for the full day, on a day when the employee was scheduled to work, the employee will be compensated in full if other non-bargaining unit employees are so compensated.

ARTICLE IX
SICK LEAVE

Section 9.1. Purpose and Use. Sick time can be used for an approved absence that falls under the following guidelines: illness or injury of an employee, their dependent(s), or immediate family member, medical or dental care, preventative health or exposure to contagious disease and possible endangering of others by attendance on duty. Immediate family member includes; mother, father, brother, sister, spouse and children. The above also applies to a person who is legally acting as a guardian.

Section 9.2 Sick Leave Accrual. Effective January 1 following a Ranger's hire date and every year of full-time employment thereafter, Rangers hired after January 1, 2018, will receive eight (8) sick days per calendar year, accrued at .67 days per month. Accrual of sick time ceases during any medical or personal leave of absence over thirty (30) calendar days.

During the first calendar year of employment as a regular full-time employee, the following sick day accrual schedule shall apply:

If Hired:	Eligible For:
January - February	8 days
March - May	6 days
June - August	4 days
September - October	2 days
November - December	0 days

Employees hired before January 1, 2018 as a regular full-time employee, shall acquire sick days as follows:

Years of Completed Continuous Service	Accrued Hours Per Month	Accrued Days Annually
1 through 15 years	5.50 hours	8 days

16 through 20 years	6.00 hours	9 days
20 years or greater	6.75 hours	10 days

Section 9.3. Use of Sick Time. Each employee covered by this contract must notify his/her immediate supervisor when illness or injury prevents the employee from coming to work. Notice to the supervisor should be given no later than fifteen (15) minutes before the employee's scheduled starting time and for each shift the employee is unable to report for work.

Sick time is not counted as time worked for purposes of overtime computation. It shall be the employee's responsibility to provide his/her supervisor with complete and accurate information on his/her time document regarding the use of sick time. Sick time may not be taken in smaller denominations than one-fourth (1/4) of an hour.

For any absences caused by illness or injury of three (3) consecutive days or longer, or as more frequently permitted by the FMLA, a doctor's statement will be required. A doctor's statement may be required when an employee demonstrates frequent, chronic, or other operationally disruptive patterns of sick leave use. If the employee's doctor's statement does not substantiate disability or fitness for duty, he/she may be required to take an independent medical examination at District expense. An employee determined to be abusing sick leave shall be subject to the appropriate disciplinary action.

Section 9.4. Monetary Compensation Upon Termination. Upon an employee's termination, his/her sick leave accruals shall be paid out as follows:

- A. **Sick Leave Accrued On or Before December 31, 2016 (eligible employees employed on or before December 31, 2011).** Upon the employee's voluntary termination of employment, accompanied by an irrevocable letter of resignation or retirement, or as the result of a non-job performance related layoff, the employee will receive either (1) IMRF service credit*; or (2) monetary compensation for accrued but unused sick leave, based on continuous service through December 31, 2016, per the schedule below. An employee must choose one option or the other, but not both. If the employee chooses monetary compensation, it will be paid in one

lump sum in the second calendar month after termination. Such payment will not be reportable to IMRF as earnings and will not be considered by IMRF when it calculates the employee's final rate of earnings. Effective December 31, 2016, the accrual of such sick leave shall cease and the value of the sick leave accrued as of that date will be frozen. Employees may, however, at any time use such days as sick days pursuant to the terms of this policy, resulting in a reduced payout or reduced IMRF service credit* at termination.

Years of Completed Continuous Service**	Monetary Compensation Percentage Rate
5 through 7 years	50%
8 through 10 years	67%
11 through 15 years	75%
16 years or greater	100%

*Note that IMRF service credit is only available to retiring employees who meet IMRF rules, policies and guidelines

**As of December 31, 2016.

B. Sick Leave Accrued on or Before December 31, 2016 (eligible employees employed on or after January 1, 2012, but before January 1, 2017). Any sick leave accrued shall be added to the employee's bank, subject to the 120-day maximum accrual discussed in paragraph C, below. Such accrued sick time may be used as needed, according to the guidelines above. Alternatively, it may be used toward IMRF service credit, per the terms of paragraph C, below.

C. Sick Leave Accrued Effective January 1, 2017 (all eligible employees). Effective January 1, 2017, sick time may be accrued up to a maximum of 120 days. This accrued sick leave bank will be maintained separately from sick time earned by

those employed on or before December 31, 2011, whose value in that bank is now frozen (see paragraph A., above.) Sick time accrued effective January 1, 2017, under this policy, may be used as needed, according to the guidelines above.

Effective January 1, 2017, upon an eligible employee's voluntary termination of employment, accompanied by an irrevocable letter of resignation or retirement, or as the result of a non-job performance related layoff, the employee may obtain IMRF service credit for sick leave accrued under this paragraph C., to the full extent permitted by Illinois law and IMRF rules, policies and guidelines. Such credit will be limited to a maximum of 120 days of accrued sick leave under this policy.

NOTE: An employee's combined sick leave banks pursuant to paragraphs A, B and C may not exceed 250 total accrued sick days. For example, if an employee has accrued 250 sick days or more under paragraph A, above, the employee will not be eligible to accrue any additional days under paragraph C, unless and until he uses sick days and his balance under paragraph A falls below 250 accrued days. The employee will not be eligible to accrue additional days under paragraph A under any circumstances.

Upon dismissal from employment for cause, sick leave credits will be forfeited.

ARTICLE X OTHER LEAVES OF ABSENCE

Section 10.1. Jury Duty. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which the employee is required to be away from work and during which the employee would have otherwise been scheduled to work. If an employee reports for jury duty and is excused, the employee shall report for work at his regularly scheduled starting time, or as soon thereafter as possible.

An employee shall notify his/her supervisor if the employee is required to report for jury duty. In order to be compensated for performing jury duty, an employee must sign over to the District any check received for performance of such jury duty.

Section 10.2. Bereavement Leave. A Ranger who has completed at least 90 days of service is eligible to take Bereavement Leave in the event of the death of a member of his/her family in order to attend the funeral. Bereavement Leave should be taken consecutively but may be split at the discretion of the employee's supervisor/manager. Payments made under this policy are not counted as time worked for purposes of overtime computation. If an employee requests additional paid days off under another paid time off provision, such days may be scheduled with the approval of the employee's supervisor and said approval shall not be unreasonably denied. Employees are allowed bereavement leave in accordance with the following schedule:

UP TO THREE (3) DAYS LEAVE			UP TO ONE (1) DAY LEAVE
Mother	Spouse or Civil Union Partner (as defined by Illinois law)	Grandparent	Sister-in-law
Father	Child	Grandchild	Brother-in-law
Brother	Mother-in-law	Step-parent	Grandparent-in-law
Sister	Father-in-law	Step-child	Son-in-law
Or a person who is legally acting in one of the above capacities			Daughter-in-law

The District retains the right to require proof of the funeral and the employee's attendance at the funeral.

Section 10.3. Military Leave. Military leaves will be granted in accordance with applicable laws.

Section 10.4. Family Medical Leave Act. The District agrees to abide by the provisions of the Family and Medical Leave Act of 1993, as amended, but the enforcement of this provision shall be as provided in said Act and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The parties agree that the District may take any steps that the District deems appropriate to implement and comply with the Act and the rules and regulations issued thereunder, or as amended.

**ARTICLE XI
VACATIONS**

Section 11.1. Eligibility and Accrual of Vacation. All employees covered by this agreement who have completed six (6) months of continuous service are eligible to accrue vacation, per the schedule below.

The vacation time accrual schedule for all employees is as follows:

YEARS OF CONTINUOUS SERVICE	VACATION DAY ANNUAL EQUIVALENT	VACATION HOURS ACCRUED MONTHLY
0-1 year*	12 days	8 hours
2 years	13 days	8.67 hours
3 years	14 days	9.33 hours
4 years through 9 years	15 days	10 hours
10 years through 14 years	20 days	13.33 hours
15 years through 23 years	20 days plus 1 additional day for each year of service from 15 - 23 years	Varies
24 years or more	30 days	20 hours

*Although, for payroll purposes, an employee's record may reflect vacation hours "banked" prior to their six (6) month anniversary, these hours are not available for use or payout until the employee has reached their six (6) month anniversary.

Vacation time accruals are calculated and credited in advance for each calendar year. Vacation time payouts after the last day worked shall not extend an employee's length of service. Accrual of vacation time ceases during any medical or personal leave of absence over thirty (30) calendar days. An employee who has separated employment from the District and has been re-hired shall accrue vacation time as of his/her most recent benefit eligible employment date unless the employee is separated for less than thirty (30) days.

An employee may carry over up to two (2) weeks or ten (10) days of vacation time from one (1) calendar year to the next. An employee who requests to carry over more than two (2) weeks of vacation time in one (1) calendar year must submit a written request and receive written approval from the Division Director, the Human Resources Manager, and the Executive Director.

If an employee resigns, he/she may not use earned vacation time in lieu of a two (2) week notice unless the time was approved in advance.

Once an employee has completed five (5) consecutive years of service, he/she may elect to receive a monetary payment for up to five (5) days of his/her earned vacation accrual at full value. Upon completion of fifteen (15) years of continuous service, an employee may elect to receive a monetary payment for up to ten (10) days of his/her earned vacation at full value. An employee is eligible to receive this payment one (1) time per calendar year.

Section 11.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect on the payday immediately preceding the employee's vacation.

Section 11.3. Vacation Scheduling. Requests for vacation shall be submitted up to one (1) year in advance, and are subject to the approval of the Manager or designee. The length of advanced notice is determined by the Manager or designee. The Ranger will receive written notice within 15 days of approval or denial of the request.

The final right to designate vacation periods and the number of employee(s) who may be on vacation at any one time is reserved by the Manager or designee and shall be reasonably related to service and the mission of the District. Vacation requests will be granted on a first come, first served basis. Where there are requests for the same vacation day(s) received at the same time, job classification seniority will determine whose request is honored.

Any paid time off granted (all vacation, compensation time or personal time) to an employee covered by this Agreement may not be revoked, unless in a State or Federal declared emergency or with the consent of the Ranger.

Employees requesting to be paid for accrued but unused vacation time as permitted by District policy as it may exist from time to time, must complete a Request for Vacation Payout Form.

Section 11.4. Vacation Pay Upon Separation. A Ranger who leaves the employment of the District shall be compensated for vacation which is earned and unused on the date of termination, less any monies owed to the District, at his/her then hourly rate of pay. The date of termination cannot be extended by the use of vacation. It is the District's expectation that a Ranger will provide at least two weeks written notice prior to separation.

If an employee separates employment before the end of the calendar year and has used or received payment for any unearned vacation time, his/her final paycheck will be reduced accordingly. If the amount of the final paycheck is insufficient, the employee must pay the District back the remaining value of the used portion of vacation time at the same rate it was advanced to him/her.

ARTICLE XII HOLIDAYS AND PERSONAL DAYS

Section 12.1. Holidays. The following twelve (12) listed holidays are the recognized holidays for purposes of this Article. Employees may be scheduled to work on

the holidays. For schedule and payroll purposes, the actual date of the holiday shall be at the same date observed by the District for all employees.

New Year's Day	Columbus Day
M.L. King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day (July 4)	Labor Day
Christmas Day	Juneteenth
Or any additional holidays approved by the Board of Commissioners	

Section 12.2. Eligibility Requirements. To be eligible for holiday pay, the employee shall work his/her last scheduled workday before the holiday and the first scheduled workday after the holiday, unless the absence on either or both of these workdays is for good cause and approved by the Manager or designee. Employees on bereavement or jury duty leaves of absence are eligible for holiday pay, but employees on other types of leave are not eligible.

If one of the holidays listed in Section 12.1 falls on a day that the employee is off on paid vacation, the employee shall be paid for the holiday and shall not be charged for the vacation day.

Section 12.3. Holiday Pay. A Ranger who meets the eligibility requirements set forth in Section 12.2 shall receive, in addition to his straight time pay for the hours worked on the holiday, either an additional eight (8) hours of holiday paid time off or may request within the same pay period to received eight (8) hours of compensation at straight time in lieu of equivalent time off. If a holiday falls on a Ranger's normally scheduled day off, the Ranger shall not be eligible for holiday pay but shall instead receive equivalent time off. All hours of paid holiday time off must be taken by December 31 or be forfeited; provided

however, any paid holiday time off earned in the month of December must be taken by March 31 of the following year or be forfeited.

Hours of holiday paid time off accrued in accordance with the foregoing provisions shall be taken at a time mutually convenient to the employee and the Department as long as it will not result in overtime or otherwise adversely affect or interfere with the operations of the Department, as determined by the Director or his/her designee.

Section 12.4. Personal Days. Rangers shall earn five (5) personal days per calendar year. During the first calendar year of employment, the following personal day accrual schedule shall apply:

<u>IF HIRED</u>	<u>ELIGIBLE FOR</u>
January - February	5 days
March - April	4 days
May - June	3 days
July - August	2 days
September - October	1 day
November - December	0 days

Approval for the use of such days will be at the Manager's discretion. Personal days will not be paid out and will be forfeited if not used within the calendar year.

ARTICLE XIII
WAGES

Section 13.1. Salaries. Employees shall move diagonally through the salary schedule, with increases implemented on January 1 of the corresponding year. (See wage schedules attached as Appendix A).

ARTICLE XIV
INSURANCE

Section 14.1. Coverage. The District agrees to provide medical, dental, and life insurance for employees as set forth herein. Notwithstanding the foregoing, the District retains the right to change insurance carriers or to self-insure or to adopt a Health Maintenance Organization (HMO) or PPO plan for the provision of life insurance or medical benefits, and the District further reserves its right to institute, maintain and change cost containment, benefit and other provisions of the medical plan provided that such changes are made in the plan for other District employees.

Section 14.2. District Insurance Benefit Reciprocity. In recognition of the desirability of maintaining a uniform policy District-wide with respect to insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the District makes any changes, modifications or improvements with respect to any of the District's life insurance, dental insurance or medical/hospitalization insurance programs that are applicable to other full-time District employees generally, then such changes, modifications, or improvements (including the cost sharing arrangements between the District and the employee) shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to other full-time District employees.

Section 14.3. Terms of Insurance Policies to Govern. The extent of coverage under the insurance plan documents (including HMO or PPO plans) referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the District, nor shall such failure be considered a breach by the District of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or

organization(s) from any liability it may have to the District, District employee or beneficiary of any District employee.

ARTICLE XV
DISCIPLINE

Section 15.1. Discipline. The District has the right to discipline Rangers. Discipline shall be timely. Although discipline shall normally be progressive and corrective, the District need not apply these types of discipline in sequence for more major offenses, but rather may base the type of discipline to fit the severity of the offense and/or infraction involved. The type of disciplinary action imposed will be at the discretion of the District in consideration of all relevant factors, but disciplinary action may be only be imposed upon a post-probationary Ranger for cause. The District may adopt rules and regulations governing Rangers conduct and, from time to time change or modify them. The District shall either post or provide copies of any rules and regulations, which are adopted or amended, to the Rangers.

Section 15.2. Suspension Pending Investigation. Nothing herein shall be deemed to impair the District's right or authority to suspend an employee with or without pay pending investigation.

Section 15.3. Pre-suspension or Discharge Meeting. Prior to suspending a non-probationary Ranger without pay or discharging a non-probationary Ranger, the District shall offer to convene a pre-suspension or discharge meeting. The District shall offer to meet with the Ranger involved, and his/her union representative, should the Ranger request such representation, to discuss the circumstances giving rise to the contemplated suspension and/or discharge. During this meeting, the District or designee will afford the Ranger an opportunity to present his/her side of events and address any charges against him/her.

Section 15.4. Arbitration of Suspension or Discipline. If a non-probationary Ranger elects to dispute a suspension without pay imposed on the Ranger by the District, the non-probationary Ranger may file a grievance pursuant to the provisions of Article VI of this Agreement. If a non-probationary Ranger is discharged by the District, the non-probationary Ranger may file a grievance at step 3 of the grievance procedure set forth in Article VI of this Agreement. The contractual grievance and arbitration procedure shall be the sole recourse for appealing such disciplinary action and shall be in lieu of any other appeals procedures that may have been previously available.

Section 15.5. Disciplinary Rights of a Ranger. Any Ranger who is questioned concerning alleged conduct that he/she believes could give rise to discipline greater than an oral or written may request and shall be entitled to have Union representation at such a meeting. Prior to such questioning, the District shall inform the Ranger whether or not disciplinary action is contemplated.

ARTICLE XVI MISCELLANEOUS PROVISIONS

Section 16.1. Ratification and Amendment. This agreement shall become effective when ratified by the Board of Commissioners and the Chapter and signed by authorized representatives thereof, and may be amended or modified during its term only with the mutual written consent of both parties.

Section 16.2. Gender. Wherever the male gender or female gender is used in this agreement, it shall be considered to include both males and females equally.

Section 16.3. Performance Appraisals. Employees shall receive regular performance appraisals to evaluate job performance and productivity and to promote individual development and job satisfaction. Performance appraisals may be considered in determining transfer, promotion, demotion and discipline.

Section 16.4. Fitness for Duty. If there is reasonable suspicion concerning an employee's fitness for duty or fitness to return to duty following a layoff or authorized leave, the District may require, at its expense, after giving written notice of the basis of the request to the affected employee, that the employee have an examination by a qualified and licensed medical professional(s) selected by the District. If there is a difference of opinion between the District's medical professional and the employee's medical professional, the employee shall be directed to obtain the opinion of a third medical professional of equivalent qualifications who shall be jointly selected by the District's medical professional and the employee's medical professional. In such event, the decision of the third medical professional shall determine the employee's fitness for duty and such determination shall not be subject to the grievance and arbitration procedure specified in this Agreement.

If it is determined that an employee is not fit for duty based on the results of such an examination(s), the District may place the employee on sick leave or terminate the employee if, in the District's discretion, consistent with the examination, a reasonable accommodation cannot be made.

Section 16.5. Tuition Reimbursement. Employees covered by this Agreement shall be eligible to participate in any tuition reimbursement plan that the District may have in effect from time to time on the same terms and conditions that are applicable to District employees generally.

Section 16.6. Outside Employment. No employee shall engage in outside employment, (which includes self-employment) unless the CSE Director, in accordance with applicable policies that may be in effect from time to time, has approved such outside employment. Except during an employee's vacation period, approved outside employment shall not exceed twenty (20) hours per week. Any change in the nature or extent of an employee's approved outside employment shall be subject to the approval of the CSE Director. Without limiting the types of outside employment that will not be approved, secondary employment in any situation that would reflect negatively on the Forest Preserve District of DuPage County will not be approved.

Section 16.7. Drug and Alcohol Testing. The District may require an employee to submit to urine and/or blood tests if the District determines there is reasonable suspicion for such testing.

The illegal use, sale or possession of prescribed drugs at any time while employed by the District, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline up to and including termination.

Section 16.8. Conferences and Professional Memberships Procedures.

Employees may be permitted to attend job-related trainings and conferences and seek reimbursement for job-related professional memberships upon written request to the Manager of Site Operations or his/her designee. Such requests will be considered on a first come, first serve basis. Subject to the availability of budgeted funds and the relationship of the request to the employee's job responsibilities, such requests will not be unreasonably denied.

Section 16.9. Uniform. The District will provide uniforms for employees pursuant to District policy. The District will provide employees with uniforms that are appropriate for assigned duties and local climates to foster employee health and safety. The District will reimburse Rangers up to \$100.00 annually for safety glasses and up to \$175.00 annually for safety boots, with appropriate documentation per District policy. The safety boot reimbursement value for Rangers may be increased whenever the District makes updates to the safety boot program and shall never be less than the safety boot reimbursement value for other District employees. All female Rangers shall be provided with female uniform options. It is the employee's responsibility to clean and maintain the required uniform items.

Section 16.10. Credit Union Guidelines. The credit union shall be available to Rangers as provided to all District employees.

Section 16.11. Deferred Compensation Program Guidelines. A deferred compensation program shall be available to Rangers as provided to all District employees.

Section 16.12. Employee Assistance Program (EAP). The District shall offer an Employee Assistance Program to its employees.

Section 16.13. Employee Retention Incentive Program. Employees in the bargaining unit as of 2017 contract ratification, who meet the eligibility criteria listed in Appendix B, will be eligible to participate in an employee retention incentive program as detailed in Appendix B.

ARTICLE XVII **SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party; the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE XVIII **ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for this term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right or opportunity are set forth in this Agreement. Accordingly, the Union and the District, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement. The Association specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

ARTICLE XIX
TERMINATION

Unless otherwise specifically provided herein, this Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until December 31, 2024. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached.

Executed this 21st day of December, 2021.

METROPOLITAN ALLIANCE OF POLICE
CHAPTER #714

FOREST PRESERVE DISTRICT OF DUPAGE
COUNTY

By: *Keith George*
Keith George,
President, M.A.P.

By: *Daniel Hebreard*
Daniel Hebreard, President

By: *Mark Spencer*
Mark Spencer,
Chapter President, M.A.P.

OFFICIAL SEAL
JUDITH A. MALAHY
Notary Public - State of Illinois
My Commission Expires 1/02/2022
Judith A. Malahy

Appendix A

	2021	2022	2023	2024
2.25%		1.5%	1.5%	1.5%
1	40,559	41,167	41,785	42,412
2	41,472	42,094	42,725	43,366
3	42,405	43,041	43,687	44,342
4	43,359	44,009	44,670	45,340
5	44,334	44,999	45,674	46,359
6	45,332	46,012	46,702	47,403
7	46,352	47,047	47,753	48,469
8	47,395	48,106	48,828	49,560
9	48,461	49,188	49,926	50,675
10	49,552	50,295	51,050	51,815
11	50,667	51,427	52,198	52,981
12	51,807	52,584	53,373	54,173
13	52,972	53,767	54,573	55,392
14	54,164	54,976	55,801	56,638
15	55,383	56,214	57,057	57,913
16	56,629	57,478	58,341	59,216
17	57,903	58,772	59,653	60,548
18	59,206	60,094	60,996	61,910
19	60,538	61,446	62,368	63,303
20	61,900	62,829	63,771	64,727
21	63,293	64,242	65,206	66,184
22	64,717	65,688	66,673	67,673
23	66,173	67,166	68,173	69,196
24	67,662	68,677	69,707	70,753
25	69,184	70,222	71,275	72,344
26		71,802	72,879	73,972
27		73,418	74,519	75,637

- Ranger scale ends at Step 15.
- Senior Rangers start at a minimum of Step 3 or two (2) steps nearest to and greater than their current wage.

APPENDIX B

3.4 EMPLOYEE RETENTION INCENTIVE PROGRAM

POLICY DATE: October 18, 2011

REVISED DATE:

POLICY:

It is the policy of the Forest Preserve District of DuPage County to provide incentives to retain employees and to provide long-term employees additional income protection for retirement in the form of a capital accumulation program.

ELIGIBILITY:

- All regular full-time and regular part-time employees who are required to participate in the Illinois Municipal Retirement Fund (IMRF) and were employed on or before December 31, 2011.
- Eligibility begins at age fifty-five (55) and ten (10) years of service or twenty (20) years of service regardless of age.

GUIDELINES:

A. At the time of termination, capital accumulation benefits will be paid out based on the following schedule:

B Continuous Years of Service	Paid Days Provided at each Milestone
10 Years	50 Days
15 Years	90 Days
20 Years	120 Days

In order to receive this benefit, the employee must terminate District employment voluntarily or as a result of layoff. If recall occurs after layoff, service for eligibility in this program will begin as of the recall date, not the adjusted benefit accrual date.

C. Retention incentive can only be paid in one lump sum. If eligible for a retention incentive payout, you may elect one (1) of the following payment options:

1. With the final paycheck;

2. Up to 120 days in advance (employees should contact the Office of Human Resources up to six (6) months in advance in order to receive guidance on payment schedule options for this advance payment);

3. Paid in the 2nd calendar month after the month of termination. **NOTE:** Any payments made to employees in the 2nd calendar month after termination will not be reportable to IMRF and no employee or employer contributions will be taken.

D. Employees must provide an irrevocable letter of resignation in order to receive any retention incentive payment.

E. One (1) day's pay will be calculated on an eight (8) hour day formula and will be pro-rated for part-time employees.

EXCEPTIONS

- Employees who involuntarily terminate are not eligible for this program.
- Elected Officials are not eligible for this program.

STATE OF ILLINOIS)
)SS
COUNTY OF DU PAGE)

I, JUDITH A. MALAHY, SECRETARY OF THE FOREST PRESERVE
COMMISSION OF DUPAGE COUNTY IN THE STATE OF ILLINOIS, AND
KEEPER OF THE RECORDS AND FILES THEREOF, DO HEREBY
CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF

RESOLUTION #21-376

EXECUTED AT THE DISTRICT HEADQUARTERS, 3 SOUTH 580 NAPERVILLE
ROAD, WHEATON, ILLINOIS, ON THE 21st DAY OF DECEMBER A.D., 2021.

GIVEN UNDER MY HAND AND OFFICIAL SEAL AT WHEATON,
ILLINOIS, THIS 20th DAY OF JANUARY A.D., 2022.



SECRETARY
FOREST PRESERVE COMMISSION
DU PAGE COUNTY, ILLINOIS