

MEMORANDUM OF UNDERSTANDING
BETWEEN
SEIU LOCAL 73 (THE "UNION")
AND
THE CHICAGO PARK DISTRICT (THE "DISTRICT")
RE: PARENTAL LEAVE 2023

The District agrees to provide, on a temporary basis, paid parental leave to the Union's bargaining unit members with the following terms and with the express understanding between the Parties that the issue of Parental Leave will be subject to the bargaining process for the successor contract, to begin after the current CBA's expiration date of June 30, 2023:

1. The provisions already in place regarding "Maternity Leave" at Section 21.6 in the current collective bargaining agreement (CBA), from January 1, 2019 to June 30, 2023, are to be superseded by the following provisions until such a time as a successor contract has been agreed upon by the Parties.
2. The Parties agree that the following terms will control parental leave for the Union's bargaining unit members until such a time as a successor contract has been agreed upon and is in effect:

A. Effective Date.

The Paid Parental Leave policy will be in effect for births, adoptions, or placements of foster children occurring on or after January 1, 2023. Births, adoptions, or placements of foster children occurring between January 1, 2023 and the date of the signing of this MOU are retroactively covered, but no such event before January 1, 2023 shall be covered by this MOU.

B. Eligible Employees.

In the event that a term of the Paid Parental Leave provision under Section B.9 of the Park District Code, is in direct conflict with a term of a Paid Parental Leave policy specifically included in this MOU during its duration, the terms of the MOU shall control, except where the provision of the MOU has been declared void by a court of law, arbitrator, or jointly by the Parties. Nothing in this Section shall affect the Park District's rights or obligations with respect to permissive subjects of bargaining.

Employees must meet the FMLA eligibility requirements (employed with the Park District for at least 12 months and have worked at least 1,250 hours during the 12 consecutive months immediately preceding the leave would begin).

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Employees must be a full or part-time year-round employee (seasonal or temporary employees and interns are not eligible).

In addition, Eligible Employees must meet one of the following criteria:

- (1) Have given birth to a child;
- (2) Be the spouse or civil union partner of the individual who has given birth to a child; or
- (3) Have adopted a child or been placed with a foster child (Under this section, the child must be age 17 or younger. The adoption of a new spouse's child or the adoption of a child previously placed with the Employee for foster care are excluded from this policy).

C. Amount, Time Frame, and Duration of Paid Parental Leave.

Eligible Employees will receive a maximum of eight (8) consecutive weeks of paid paternal leave per birth, adoption or placement of a child/children.

If multiple children are born, adopted, or placed, this does not increase the duration of the eight (8) week paid paternal leave granted for that event. In addition, in no case will an Employee receive more than eight (8) weeks of Paid Parental Leave in a rolling 12-month period, regardless of whether more than one birth, adoption, or foster care placement event occurs.

In the event that two Eligible Employees are married or in a civil union, the Employees are limited to a combined twelve (12) weeks of Paid Parental Leave. In addition, Park District may require the Employees to stagger a portion of their Paid Parental Leave in order to meet operational needs.

Each week of Paid Parental Leave is compensated at 100 percentage of the employee's budgeted pay rate and the hours scheduled for the position. Paid Parental Leave will be paid on the same biweekly basis on regularly scheduled pay dates.

Approved Paid Parental Leave may be taken at any time during the twelve (12) month period immediately following the birth, adoption, or placement of a child with the Eligible Employee. Paid Parental Leave may not be used or extended beyond this twelve (12) month time frame.

Upon termination of the individual's employment with the Park District, the Employee will not be paid for any unused Paid Parental Leave for which they were eligible.

D. Coordination with Other Policies.

The Paid Parental Leave will run concurrently with Family and Medical Leave Act ("FMLA") leave and will be counted towards the 12 weeks of available FMLA leave.

After the Paid Parental Leave is exhausted, the balance of FMLA leave, if applicable, may be compensated through the Employee's accrued paid time pursuant to Section B.8. Upon exhaustion of accrued paid time off, the remaining leave, if applicable, will be unpaid.

The Park District will maintain all benefits for employees during the Paid Parental Leave period just as if they were taking any other Park District provided paid leave such as paid vacation leave or paid sick leave.

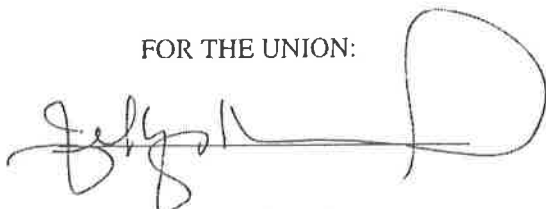
If a Park District holiday occurs while the employee is on Paid Parental Leave, such day will be classified as holiday pay; however, such holiday pay will not extend the total Paid Parental Leave entitlement.

An employee who takes Paid Parental Leave will be afforded the same level of job protection for the period of time that the employee is on Paid Parental Leave as if the employee was on FMLA-qualifying leave.

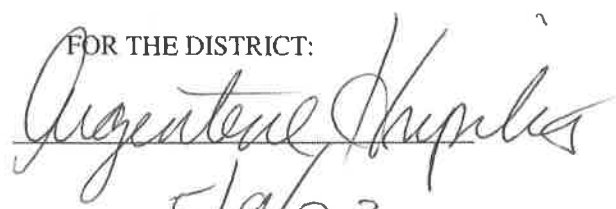
E. Requests for Paid Parental Leave.

All requests for FMLA Leave should be directed to the Eligible Employee's Region Human Resources Manager. The Eligible Employee must request Paid Paternal Leave at a time reasonably contemporaneous with the anticipated or actual birth, adoption, or placement of a child. The Park District requires that an Eligible Employee provide certification that Paid Parental Leave is being requested for one of the purposes enumerated above.

FOR THE UNION:


Date: 5-8-23

FOR THE DISTRICT:

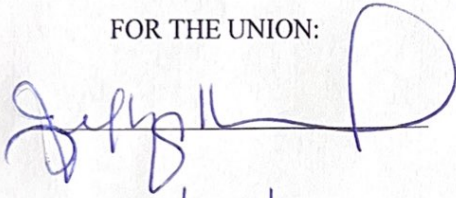

Date: 5/9/23

MEMORANDUM OF UNDERSTANDING
BETWEEN
SEIU LOCAL 73 (THE "UNION")
AND
THE CHICAGO PARK DISTRICT (THE "DISTRICT")
RE: JUNETEENTH 2023

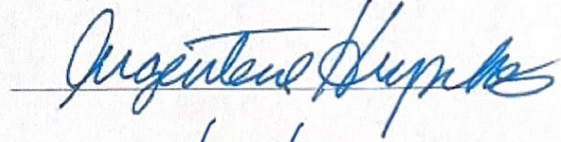
The District agrees to acknowledge Juneteenth, Monday, June 19, 2023 as an observed holiday for the Union's bargaining unit members pursuant to Section 19.1 of the Collective Bargaining Agreement ("CBA") for the year 2023 with the express understanding between the Parties that Juneteenth's status as a holiday will be subject to the bargaining process for the successor contract, to begin after the current CBA's expiration date of June 30, 2023. Further, the Parties agree that:

1. The addition of Juneteenth as an observed holiday for 2023 is subject to the eligibility requirements of Section 19.3 of the CBA.
2. Bargaining unit employees will receive holiday pay for Juneteenth for 2023 pursuant to Section 19.4 of the CBA.
3. Bargaining unit employees who are required to work on Juneteenth for 2023 shall be paid pursuant to Section 19.4 of the CBA.

FOR THE UNION:


Date: 3/30/23

FOR THE DISTRICT:


Date: 3/28/23

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CHICAGO PARK DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 73**

**RE: TEMPORARY WAIVER OF 10-YEAR EXPERIENCE EQUIVALENCY FOR
CHICAGO PARK DISTRICT MONTHLY PHYSICAL INSTRUCTORS**

The Park District agrees to waive the 10-year experience equivalency requirement for Monthly Physical Instructor through December 31, 2023.

During the period of the temporary waiver (upon execution of the Agreement through December 31, 2023) ("the Waiver Period"), the Park District will consider Park District employees with at least five years of relevant work experience. The amended minimum qualifications will read as follows:

Training and Experience

Bachelor's Degree in Physical Education, Recreation and Leisure, Social Services, Education, Special Education, Child Development or comparable major OR at least five (5) years of relevant work experience at the time of bid is required.

The waiver will not apply for any applicant applying after December 31, 2023. Thereafter, the ten-year experience equivalency requirement will be reinstated for all applicant applying for the position of Monthly Physical Instructors with the Chicago Park District.

Employees who were promoted to a Monthly Physical Instructor as a result of the relaxed experience requirement during the Waiver Period 1) shall not later be removed from the Monthly Physical Instructor position solely on the basis that they do not possess the required degree or ten years of relevant work experience, and 2) shall be eligible to apply for transfers within the Monthly Physical Instructor position, and shall not be deemed ineligible for the transfer on the basis that they do not possess the required degree or ten years of relevant work experience.

FOR THE UNION:

Date


2-2-23

FOR THE DISTRICT:

Date


2-6-23

AGREEMENT BETWEEN
THE CHICAGO PARK DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 73

JANUARY 1, 2019

TO

JUNE 30, 2023

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AGREEMENT

THIS AGREEMENT made and entered into this ____ day of, 2019, by and between the CHICAGO PARK DISTRICT, an Illinois municipal corporation (herein referred to as the "District"), and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73, SERVICE EMPLOYEES INTERNATIONAL UNION (hereinafter referred to as the "Union").

PREAMBLE

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

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

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

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

WHEREAS, both parties mutually agree that their objective is for the good and welfare of the District and its employees alike; that in the interest of collective bargaining and harmonious relations, and to promote a professional working environment in which the parties treat each other with dignity and respect, they will, at all times, abide by the terms and conditions as hereinafter set forth and agreed upon; and that all personnel covered by this Agreement will seek to maintain

public trust as persons governed by the high ideals of honor and integrity in all their public and personal conduct.

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

ARTICLE I

Recognition

Section 1.1. Description of Unit. The District recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment for all employees of the District who occupy positions in the job classifications described in Appendix A of this Agreement. The parties agree that such recognition and the terms of this contract exclude all other employees, all supervisors (as defined in the IPLRA) not historically recognized or included by job classification in Appendix A, confidential employees, short term employees and executive heads of a department. The parties agree that the bargaining unit shall include regularly employed part-time employees, provided that the following provisions of this Agreement shall not apply to part-time employees who are regularly scheduled to work less than twenty (20) hours per week: Articles XX to XXII, and XXVI and Sections 28. 1(b) and 28.1(c). The parties acknowledge that this Description of the Unit is inclusive of monthly, hourly and seasonal employees occupying positions in the job descriptions described in Appendix A and that this acknowledgment does not, in itself, serve to modify or alter any terms and conditions of employment applicable to said employees.

Section 1.2. New Classifications. The District agrees that if any new classification(s) should be established for the same or similar work presently being performed by those classifications identified in Appendix A, it will notify the Union prior to implementation of the new classification and will meet with the Union to discuss the nature of the duties of the newly established position(s) and the appropriateness of the inclusion of the title in the Local 73 bargaining unit. The District and the Union agree to continue their discussion regarding the creation of the merged classification of Recreational Specialist I, II, III, Maintenance Specialist I, II, II and Aquatic Safety Specialist I, II, and III and accompanying salary schedule in the TQLMC. The District agrees that it will not implement such merged classifications and salary schedules during the term of the agreement without the written agreement of the Union.

Section 1.3. Active Titles. The job classifications set forth in Appendix 1 are for descriptive purposes only and is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the District. If a title has not been filled for over five years, it will be eliminated from Appendix 1, Schedule B, but not from the bargaining unit. If the title or substantially equivalent job is subsequently resurrected and/or renamed, it is understood that such title or job will be part of the historical bargaining unit provided the duties are substantially the same as the former title.

ARTICLE II

Dues Checkoff and Indemnification

Section 2.1. Checkoff Upon confirmation by the Union that an employee covered by this Agreement has authorized checkoff of dues, assessments, or fees, the Employer shall deduct such dues, assessments, and fees from wages owed to that employee, unless the Union informs the Employer that the authorization is revoked by the employee in accordance with terms set forth on the employee's checkoff authorization.

The Union will submit to the District a list of employees who have authorized checkoff and shall provide the Employer with verification that checkoff of dues, assessments, or fees have been authorized by the employee, such as by a written, electronic or by voice authorization, signed by the employee. The District shall accept electronically submitted electronic or voice authorization, in accordance with the terms of the Memorandum of Understanding dated October 5, 2017.

The District shall forward such deductions to the Union within ten (10) calendar days after the close of the pay period for which the deductions are made together with a list of persons from whom they have been deducted and the amount deducted from each.

Section 2.2 To the extent permitted by law, such written authorizations shall remain in effect and be irrevocable, even if the member has resigned their membership in SEIU, Local 73, for a period of one (1) year from the date of execution or until the termination of the applicable collective bargaining agreement between the District and SEIU Local 73, whichever occurs sooner, and from year-to-year thereafter, unless during the period not less than thirty (30) days and not

more than forty-five (45) days before the anniversary of the employee's Union membership and authorization of dues deduction or the expiration of this Agreement, whichever is sooner, the employee revokes the authorization in writing sent to the Union and the District.

Section 2.3. *Union Indemnification.* The Union shall indemnify and save harmless the District and its officers, agents and employees against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that may arise out of, or by reason of, any action taken or not taken by the District, its officers, agents, and employees in the course of or for the purpose of complying with the provisions of this Article. If an improper deduction is made, the Union shall refund any such amount directly to the involved employee.

ARTICLE III

Stewards

Section 3.1. *Authority of Stewards.* The Union will advise the District, in writing, of the names of Stewards showing their work location, their area of responsibility and shall notify the District if and/or when there are changes in the Steward structure. It is agreed and understood that it is the responsibility of the Union Stewards to represent bargaining unit members in the work place in matters of discipline and/or grievance handling on a formal or informal basis. The Union and the District agree that Stewards must obtain their supervisor's approval when they intend to leave their work area to represent bargaining unit members. The Stewards shall log in and out of their own location, and/or any other location, if their business takes them out of their own location, and indicate the time they are leaving and the nature of their business (including the name of the member, if applicable) and the time they return. Stewards will make every effort to schedule preparation for meetings or hearings before and after their work shift and/or during non-work time whenever it is practical and/or possible to do so. Except for meetings or hearings scheduled by the District and where their attendance is necessary, Stewards shall be allowed no more than eight (8) hours a month to handle disciplinary and grievance matters without loss of pay. If or when a Chief Steward is elected or established during the Term of this Contract, the Parties agree to discuss their respective duties and responsibilities in LMCC and to agree upon a reasonable hour allocation not to exceed sixteen (16) hours a month.

Section 3.2. *Seminars, Conferences and Forums.* The District agrees to consider written requests for Stewards to attend seminars, conferences and forums that are of mutual benefit to the District and the Union. Authorized absences, not to exceed thirty-two (32) hours for each Steward per calendar year and forty (40) hours for each Steward per calendar year effective January 1, 2003 may be granted upon approval by the Director of Human Resources.

Section 3.3. *Joint Labor/Management Meetings.* The District agrees to conduct joint Labor/Management meetings at least quarterly for the purpose of discussing and/or resolving work related issues and to educate Union members and management on the issues relating to the administration of the Collective Bargaining Agreement. The parties may schedule additional meetings by mutual agreement. These meetings shall be scheduled at mutually acceptable times and dates. Agent(s) and Steward(s) responsible for each area shall be the spokesperson for the Union at said meetings. The District's spokesperson at these meetings will be the Region Human Resource Manager or designee. The meetings will be conducted in a professional and orderly manner. The Union and the District agree to provide an agenda to each other prior to the meeting. The parties agree to focus on the agenda items unless it is mutually agreed to do otherwise.

Section 3.4. *Union Leave.* The Union may request unpaid leave of absence for members to work on behalf of the Union for up to ninety (90) calendar days per year. Such requests shall not be unreasonably denied, which may include, but shall not be limited to, considerations such as the need to have a person actively working in the employee's job. Such employees shall not suffer any loss or break in seniority during such leave.

ARTICLE IV

Union Access

Authorized representatives of the Union shall be permitted entry to the premises of the District at any reasonable time for purpose of handling grievances observing conditions under which employees are working and to administer this Agreement consistent with current practices. The Union will not abuse this right, and such right of entry shall at all times be conducted in a manner so as not to interfere with the District's normal operations and shall be permitted only after notice is provided to the appropriate supervisor and arrangements are made which will not disrupt the work of employees on duty. The Union shall be responsible for keeping the District informed, in writing, of the names of the Union's

authorized representatives. The District may change or set rules of access after notification and consultation with the Union. The Union shall have suitable space on the District's premises for quarterly Union meetings at a convenient work location, provided that such meetings shall not interfere with service to the public or the performance of any duties and shall be subject to reasonable rules of the District for the use of its facilities.

ARTICLE V

Bulletin Boards

The District agrees to provide space for a Union bulletin board at each staffed field house and at the District's Administration Building. The bulletin board shall be provided by the Union and shall not exceed three feet by three feet (3' X 3') in area. The use of the bulletin board shall be restricted to the following:

- (a) Notice of Union activities;
- (b) Union notices;
- (c) Announcements;
- (d) Nomination of Union Officials and/or Stewards
- (e) Results of Union elections; and
- (f) Notice of Union meetings, reports and minutes.

If the Union desires to post any other information or material, the Union shall first submit same to the Director of Labor Relations, or his designee, for his approval. The Director of Labor Relations, or his designee, shall have the sole discretion to approve or disapprove said postings. No Union postings may contain material of a political or inflammatory nature. The Union will limit the posting of Union notices to such bulletin boards. All costs incident to preparing and posting of Union material will be borne by the Union. The Union is responsible for maintaining same in a neat and orderly fashion.

ARTICLE VI

Non-Discrimination

Section 6.1. *Discrimination Prohibited.* Neither the District nor the Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, ancestry, age, sex, physical or mental handicap, marital status, sexual orientation, unfavorable discharge from military services,

parental status or in any manner which would violate any applicable City Ordinance or Federal or State law. Discrimination prohibitions also include sexual harassment and discrimination on the basis of pregnancy, childbirth or related medical conditions.

Further, it is agreed and understood that the District will take all necessary actions to comply with the Americans with Disabilities Act.

Section 6.2. *Union Membership or Activity.* Except for the obligation set forth in Section 4.1 of this Agreement, neither the District nor the Union shall interfere with the right of employees covered by this Agreement to become members of the Union. There shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

ARTICLE VII Management's Rights

It is understood and agreed that the District possesses the sole right and authority to operate and direct the employees of the District and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the District prior to the execution of the Agreement, except as specifically limited in this Agreement. The authority and powers of the Board of Commissioners of the District, as prescribed by the Illinois Compiled Statutes (1992) and the Illinois Revised Statutes (1991) and the existing Rules of the Personnel Board of the District shall continue unaffected by this Agreement, except as expressly limited by the express provisions of this Agreement. These rights include, but are not limited to, the following:

- (a) The right to determine its mission, policies and budget and to determine and set forth all standards of service offered to the public;
- (b) To plan, direct, control and determine the operations or services to be conducted or performed by employees of the District;
- (c) To determine the methods, means and the number of personnel needed to carry out the District's mission;

- (d) To direct the working forces;
- (e) To hire and assign and/or to transfer employees within the District;
- (f) To demote or promote, suspend, discipline or discharge employees for just cause (probationary employees without cause), except that demotions shall not be used to discipline employees;
- (g) To lay off or relieve employees for lack of work, lack of funds, reorganization, or other reasons promoting the efficiency of the District. The District shall not layoff an employee for disciplinary reasons;
- (h) To make and publish reasonable work rules and regulations which will be consistently applied to all bargaining unit members within the applicable division or region, and which may be enforced after notice to the Union with the Union granted a reasonable opportunity to respond prior to distribution;
- (i) To introduce new or improved methods, equipment or facilities; and
- (j) To contract out for goods and services.

It is agreed that the exercise of any or all of these rights shall not conflict with the express language and intent of any provision of this Agreement.

ARTICLE VIII

Subcontracting

Section 8.1. *General Policy.* It is the general policy of the District to continue to utilize its employees who are covered by the terms of this Agreement to perform work they are qualified to perform. The District may subcontract where circumstances warrant.

Section 8.2. *Notice and Discussion.* Except where an emergency situation exists, before the District changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a significant deviation from past practice, the District shall provide the Union with notice within seven (7)

days of any Department request to sub-contract work that is being performed by bargaining unit members or that is traditionally within the jurisdiction of the Union. Upon written request, the District will provide the following information to the Union, to the extent such information exists: location(s) of requested sub-contracting, potential number of bargaining unit members affected and cost analysis and/or cost information. The District shall also notify the Union at least thirty (30) days prior to the final approval of any change-order to an existing agreement if the change-order involves additional sub-contracting out of work traditionally within the jurisdiction of the Union. The District shall provide the Union, upon written request, with a copy of all RFPs, RFQs, JOCs, PPPs and IFBs relating to the sub-contracting of work that is being performed by bargaining unit members or that is traditionally within the jurisdiction of the Union to afford the Union an opportunity to meaningfully discuss the matter. The District shall consider any timely proposal or bid submitted by the Union in response to such RFPs, RFQs, JOCs, PPPs or IFBs along with any other proposal or bid that may have been submitted by qualified bidders in response to such RFPs, RFQs or IFBs before the District makes a final decision to accept or reject such a proposal or bid. Further, the District shall work cooperatively with the Union and shall provide information necessary for the Union to perform a cost analysis or if a cost analysis exists, the District shall provide such cost analysis to the Union, prior to the time it meets with the Union regarding such RFPs, RFQs, JOCs, PPPs or IFBs and prior to the time it accepts any bids or proposals. Nothing in this section is intended to affect the Union's right to bargain the effects of subcontracting work within the jurisdiction of Local 73. Discussions between the Union and District pursuant to this Section shall be held in the context of the Total Quality Labor/Management Committee under Article IX. The District and the Union shall examine subcontracting situations that are currently in progress or that are planned to determine how such work could alternatively be, or continue to be, performed by the District. The committee shall meet in accordance with Section 9.6 to examine those contracts, including, but not limited to, JOC contracts and subcontracts and IFB contracts and subcontracts involving bargaining unit work currently in progress or planned. The District shall work cooperatively with the Union and will provide the information necessary for the Union to perform a cost analysis or if a cost analysis exists, the District shall provide such cost analysis to the Union, prior to the meeting, so that the Union may submit proposals on such matters. A grievance involving an alleged violation of Section 8.2 can be filed directly at Step 3 of Section 14.4.

ARTICLE IX

Total Quality Labor/Management Committee

The District and the Union agree to the implementation of a Total Quality Labor/Management Committee ("TQLMC"). This Committee shall be comprised of an equal number of representatives from management and the Union, but the total number shall not exceed ten (10) employees. In addition, to promoting effective communication between the parties and a climate of constructive employee relations, the committee shall examine workplace practices, procedures and methods of promoting the quality and efficiency of services provided by Local 73 bargaining unit members. In addition, the parties agree that there shall be two (2) sub-committees of the TQLMC: 1) Aquatics/Recreation; and 2) Landscape/Supervision. The sub-committees shall be comprised of an equal number of representatives from management and the Union, but the total number shall not exceed five (5) employees for each sub-committee.

Section 9.1. *Quality of Service.* The parties acknowledge the important role each has in the provision of the highest quality of services to the citizens and residents of Chicago and hereby agree to address issues related to the provision of such services through the provisions of this Article.

Section 9.2. *Composition of Committee.* Therefore, the parties agree to the implementation of a Total Quality Labor Management Committee (TQLMC). Said committee shall be comprised of an equal number of representatives from both management and the Union. Employees who serve on this committee shall not suffer loss of pay or benefits as a result of their participation. The District's Director of Human Resources and the Union's Director of the Park District Division shall be members of the Committee.

Section 9.3. *Communication.* (a) In addition to continuing effective communication between the parties and promoting a climate of constructive employee relations, the Committee shall examine workplace safety, practices and procedures and methods of promoting the quality and efficiency of services, including staffing allocations, provided by Local 73 bargaining unit members.

(b) The parties acknowledge that the TQLMC's efforts will be particularly appropriate where there has been a modification of the mission or goals of the District as a result of statutory budgetary, policy or technological change or

reorganization and also, where there is evidence of need for review based upon the experience and/or needs of Park Patrons, management or the employees. In the event the District desires to change the maximum accumulation of compensatory time under Section 19.7, the District shall submit the issue to the Total Quality Labor/Management Committee in accordance with this Article and obtain the Union's agreement before implementing such a change.

Section 9.4. *Priority Placement for Displaced Employees.* If there is any displacement of bargaining unit employees as a result of the implementation of the changes recommended by the TQLMC, and/or any other re-engineering efforts by the District, the District agrees, where possible, to provide displaced employees with prioritized options for placement in positions covered by the Local 73 Agreement for which the employee is qualified, elsewhere within the system.

Section 9.5. *Employee Retention and Other Recommendations.* For the purpose of supporting employee retention, the TQLMC will make recommendations regarding the establishment of a job placement program and training, or retraining, opportunities for displaced workers whether or not such displacement arises from the Committee's workplace quality recommendations. Said recommendations shall be submitted to the District's General Superintendent for consideration and response. The Superintendent shall report to the Committee on the status of a recommendation within thirty days of receiving the recommendation. Decisions on recommendations by the TQLMC shall be reasonable and accompanied by supporting rationale.

Section 9.6. *Schedule of Meetings.* Meetings of the TQLMC shall be scheduled at regular intervals (at least monthly). The first meeting shall take place on 4-30-96, and it is agreed that the topic to be addressed at the first meeting shall be subcontracting of bargaining unit work. The District further agrees that it will work cooperatively with the Union at that time to determine how such work could alternatively be, or continue to be, performed by bargaining unit employees of the District.

ARTICLE X

Employee Discipline

Section 10.1. *Employee Discipline.* The District agrees that an allegation of the misapplication of its rules and regulations shall be subject to the grievance

procedure. The District shall not discharge, suspend or otherwise discipline any post-probationary employee without just cause. The District further agrees to follow the progressive discipline principle when disciplinary action is taken. Progressive discipline is defined herein as a process by which disciplinary action is applied in several steps of increasing severity and shall culminate, if warranted, in dismissal. The usual sequence of progressive discipline is oral reprimand, written reprimand, suspension and dismissal. However, the District may determine that an act is sufficiently severe to warrant a departure from the progressive discipline principle. In such cases, progressive discipline will not apply.

Section 10.2. *Disciplinary Measures.*

a. Oral and written reprimands are not grievable. Instead, they may be appealed to the supervisor's immediate supervisor for review and final determination. Appeals must be made within fifteen (15) consecutive business days after the employee is notified of the oral or written reprimand. The supervisor's supervisor, or his designee, shall arrange a meeting to discuss the appeal within ten (10) business days after receipt of the appeal. Employees must be made aware of the issuance of oral and/or written reprimands within fifteen (15) business days of the alleged infraction. Failure to do so shall void said discipline and it shall be expunged from the employee's record.

b. Oral reprimands that are more than six (6) months old shall not constitute prior disciplinary action if there are no repeated infractions of the same or similar offense within that time period. Written reprimands that are more than one (1) year old shall not constitute prior disciplinary action if there are no repeated infractions of the same or similar offense within that time period. Suspensions that are more than eighteen months old shall not constitute prior disciplinary action if there are no repeated infractions of the same or similar offense within that time period. Such discipline shall be removed from the employee's file after the designated period has expired.

c. If a suspension or discharge may be warranted, a Corrective Action Meeting ("CAM") is scheduled. The District shall notify, in writing, the Union and the employee at least five (5) business days in advance of the meeting date. At the time of the notification, the District shall provide the Union with a summary of the evidence in its possession relevant to the possible suspension or discharge. Upon a showing of good cause, the Union or the employee may request an extension of not

more than three business (3) days. Extensions shall not be unreasonably denied. Further, the District agrees to notify the employee and the Union, in writing, of appeal hearings at least ten (10) business days or as otherwise agreed by the parties in advance of the hearing date.

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

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

If the District has reason to discipline an employee, the District will endeavor to do so in a manner that will not unduly embarrass the employee in the presence of other employees or members of the public. Whenever any disciplinary action is taken against an employee, a copy of such action shall be forwarded to the Union.

Section 10.3. *Appeal Procedure.* Suspensions of any length and discharges may be appealed to the Personnel Board of the District in accordance with the applicable provisions of the Illinois Compiled Statutes (1998) and the Illinois Revised Statutes (1999) and the procedures of the Personnel Board and existing procedures and practices in effect on the effective date of this Agreement or as modified from time to time in accordance with Section 14.9 herein. Such actions shall not be subject to review under the grievance procedures contained in this Agreement, except that the Union may appeal Personnel Board Decisions involving discharges to an arbitrator, who will review the record made before the Personnel Board and overturn the Personnel Board's decision only in the event that the Union demonstrates that the Personnel Board's decision to uphold the discharge, based upon the record made before the Personnel Board, was not for just cause. If the record before the Personnel Board already has been prepared, the Union may obtain a copy for arbitration by paying the reasonable copying cost. Only if the record before the Personnel Board has not already been prepared will the expense of preparing that record for arbitration be governed by the "loser pays" provision of Section 14.8 of this Agreement. The District will not arbitrarily depart from its existing practice concerning preparing the records in discharge cases before the Personnel Board. In all other respects, such arbitrations shall be governed by the procedures outlined in Article XIV, Sections 14.7 and 14.8 of

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

Section 10.4. *Emergency Suspensions.* The District will limit disciplinary suspensions to a maximum of five (5) working days, except in cases of emergency suspensions. Emergency suspensions will occur only when responding to those emergency situations where the safety or welfare of the employee, other District employees or the general public is threatened, or the operations or services of the District are substantially disrupted or impeded. In emergency suspension cases, the District will convene a disciplinary meeting upon request by the Union following the suspension to review the circumstances.

If the District cannot make a discipline decision within fifteen (15) calendar days following an emergency suspension, upon the Union's request, the District will schedule a status meeting with the Union and the employee, on or before the thirtieth (30th) calendar day following the suspension. The District will limit emergency suspensions to thirty (30) calendar days and, in any event, no more than forty-five (45) calendar days before the discipline decision is made, except in cases where an employee's criminal proceedings are still pending. It is understood that in all disciplinary hearings by the Personnel Board, the accused shall not be required to testify prior to the presentation of all evidence relied upon by the District to support its charges.

ARTICLE XI

Safety

The District will continue to make reasonable provisions for the maintenance of safe working conditions and health protection for all employees, including those covered by Local 73. The Union will cooperate towards this end and will encourage all employees to work in a safe manner. It will be the responsibility of both employees and supervisors to report unsafe and unhealthy work conditions. Employees shall comply with safety work rules and regulations and supervisors and employees shall report accidents promptly to their supervisors and to the

Medical Department. Supervisors shall assist employees in seeking medical attention and shall complete accident reports within twenty-four (24) hours of the incident. The District will train each employee in the proper use of tools, equipment and machinery. Each employee has the responsibility for following the correct safety procedures at all times and for informing his supervisor if further training will be helpful. The District will issue the appropriate safety equipment for each job; this includes proper physical equipment and lighting. The District will instruct employees on the use of safety equipment. Employees are required to wear the prescribed safety equipment at all times, where such equipment is required. The District will impose sanctions on any employee who does not wear the safety equipment or on the supervisor who does not follow the procedures herein. These sanctions may include one of the following: oral reprimand, written reprimand, suspension or discharge.

It is agreed that when and where a District employee is required to wear safety shoes or boots, they will be provided by the District on an "as needed" basis, but not to exceed one pair every year for full time year round employees and one pair every two years for seasonal employees. Whether or not a new pair of safety shoes or boots is needed shall be reserved to the discretion of the District, however, the District shall not exercise its discretion in this regard in an arbitrary manner. The District shall provide safety boots each year at employee orientations, which shall take place no later than their start date. The District shall collect safety boots for all seasonal employees at the end of the season. The boots shall be appropriately labeled with the employee's name and stored so that the correct boots are returned to the appropriate employee prior to the commencement of the next season.

It is understood and agreed that employees will properly maintain their safety shoes or boots, and that employees must follow the reasonable procedures the District will implement for procuring new safety shoes and/or boots.

Further, a safety committee shall be formed no later than one (1) month following the execution of this Agreement and shall be comprised of a representative number of bargaining unit employees (not to exceed five (5), and management personnel. There shall be a chairperson designated by both the Union and the District. All applicable Union and management participants shall be notified, in writing, of the names, work locations and work telephone numbers of committee members, as well as the work address of the designated chairperson.

It is the District's responsibility to ensure employees with a safe work environment. Therefore, the parties agree that the Safety Committee shall meet at least once a year to review the need to provide security at specific Parks. The Committee shall review, but not be limited to, any request for a security officer and shall review incident reports. The Committee shall develop recommendations and the District shall consider the Committee's recommendations. It shall be mandatory for the committee to meet at a minimum of once per quarter for the purpose of addressing employee safety concerns. The District will review all safety concerns and/or complaints and work in good faith to resolve the issues in a reasonable and timely fashion. All written complaints shall be addressed to the designated chairperson and responded to, in writing, within twenty (20) business days of their receipt. If the committee is unable to resolve safety disputes, said disputes shall be subject to the grievance procedure, provided they involve an alleged violation of the express language or intent of any express provision of this Agreement. The time limit for filing a formal grievance shall not begin until the parties agree that an impasse is reached. Time limits may be extended by mutual agreement for good cause.

If a member's life is threatened or is in serious danger and the employee has filed a police report, the District shall immediately transfer the person under Article 18 of this Agreement. The employee's supervisor shall be notified of any transfers made under this provision. If a police investigation reveals that the report was falsely filed, then the employee may be subject to discipline.

ARTICLE XII

Residency

All employees are required, as a condition of their continued employment with the District, to comply with the residency requirements as set forth in Chapter 5, Section C of the Chicago Park District Code.

ARTICLE XIII

Secondary Employment

Each employee covered by this Agreement may have secondary employment, provided, however, that such secondary employment does not interfere with full time employment with the District. Such employment must be

reported to the District and updated as changes occur. The District reserves the right to restrict or prohibit secondary employment for good cause. In the event the District needs to change the work schedule of an hourly employee and the changed work schedule would conflict with the employee's secondary employment, except in an emergency or where the District could not reasonably have foreseen the need to change the work schedule, the District will provide two (2) weeks' notice of the schedule change. The District will, upon the employee's request, meet with and discuss any concerns the employee has related to the schedule change. The District agrees to give due consideration in the event another employee, in the same job classification as the employee, who is qualified to perform the required work without any further training and consistent with operational needs, volunteers to work the changed hours. Nothing herein shall obligate the District to assign a substitute employee under circumstances where an obligation to pay overtime pay would be triggered.

ARTICLE XIV

Grievance Procedure

Section 14.1. *Definition.* A grievance is a dispute or difference of opinion raised by an employee or the Union against the District involving an alleged violation of the express language or the intent of any express provision of this Agreement.

Section 14.2. *Informal Attempt at Resolution.* An employee may, prior to filing a formal grievance, discuss any complaint or concern relating to their employment with their supervisor in an effort to resolve the matter. The informal discussion may include a Union Representative, upon the employee's request and the supervisor's approval. It is understood that the time limit for filing a formal grievance shall not begin until the informal process is concluded.

Section 14.3. *Time limits for Filing.* No grievance shall be entertained or processed unless it is submitted, in writing, within fifteen (15) business days after the employee concerned became aware, or should have become aware through the use of reasonable diligence, of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If the District responds and the grievance is not appealed to the next step within the specified time limits set forth above, or any mutually agreed upon extension thereof, it shall be considered settled on

the basis of the District's last answer. If the District does not answer a grievance or an appeal thereof within the specified time limits, then the grievance may be treated as denied and shall automatically proceed to the next step, provided that the Union presents the grievance at the next step within fifteen (15) business days from the last date the District's answer at the previous step was due. The time limits in each step may be extended by mutual written agreement of the District and the Union Representative involved in each step. Requests for extensions shall not be unreasonably denied. The term "business days" used in this Article shall mean the days Monday through Friday, inclusive, and shall exclude Saturdays, Sundays, and those holidays on which the District's Administration Building is closed.

Whenever the District decides to grant a grievance, the District shall provide the Union with written notice of the decision. With respect to grievances involving money, the District shall provide the Union with information setting forth the complete breakdown of the payment that is to be issued to the employee. When the parties agree to settle a grievance, the parties shall prepare a written settlement agreement and will work to finalize the settlement agreement. In cases where money is involved, the District shall provide the Union with information setting forth the complete breakdown of the settlement payment.

Section 14.4. Procedure. Grievances pertaining to working out of classification shall be subject to the time limits set forth in Section 166 of this Agreement and shall be filed at Step 3. Grievance pertaining to unfair denial of promotion under Section 16.5 of this Agreement shall be filed at Step 3 and a written response shall be transmitted to the Union within thirty (30) calendar days after receipt of the grievance by the District's Labor Relations representative. Grievances pertaining to subcontracting under Section 8.2 of this Agreement shall be filed at Step 3. Grievances pertaining to suspensions under Section 10.3 of this Agreement shall be filed at Step 3. Grievances pertaining to demotions after 120 days under Section 16.4 of this Agreement shall be filed at Step 3.

All other grievances filed against the District shall be processed in the following manner:

STEP 1: Any bargaining unit employee covered by this Agreement who has a grievance, or a Union Representative on behalf of the bargaining unit employee(s), shall submit it in writing, to their immediate non-bargaining unit supervisor. The District's Regional Human Resource

Manager may participate at this step. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which the District is alleged to have violated, and the relief requested. The immediate non-bargaining unit supervisor shall give their written response within fifteen (15) business days after receipt of the grievance. The grievant and the Union representative shall be copied on the Step 1 response.

STEP 2: If the grievance is not settled in Step 1 and the Union wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the District's Labor Relations representative within fifteen (15) business days from the receipt of the response at Step 1. The Labor Relations representative, or their designee, shall arrange a meeting to discuss the grievance within fifteen (15) business days from receipt of the appeal at a time mutually agreeable to the parties, unless there is a mutual agreement to extend the time limits. The meeting shall include the Union Steward and/or Union representative and the grievant. The Labor Relations representative, or designee, shall transmit a written response to the Union within fifteen (15) business days following their meeting. The grievant and the Union representative shall be copied on the Step 2 response.

STEP 3: If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred, in writing, to the District's Director of Human Resources, or their designated representative, within fifteen (15) business days after the receipt of the District's response at Step 2. A meeting shall be arranged at a time mutually agreeable to the parties, but within fifteen (15) business days from the receipt of appeal, unless there is a mutual agreement to extend the time limits. The Step 3 meeting shall include the same individuals outlined in Step 2 of the procedure. The Director of Human Resources, or designee, shall submit a written response to the Union within fifteen (15) business days from the date of the meeting. The grievant and the Union representative shall be copied on the Step 3 response.

Section 14.5. Remote Participation. Participants may participate in grievance and discipline meetings via electronic means, including but not limited to: video conference, virtual conference, tele-conference and any additional platform the

parties agree upon. However, any on-duty Steward may attend the aforementioned meetings in-person, but the Parties agree that only one Steward attendee shall be deemed on District time. If a participant is a Steward participating remotely and there is a Steward attending in person, the District will compensate the Steward attending in-person only (as deemed on District time).

Section 14.6. Mediation. Either party may submit a written request to the other for mediation of a grievance that has progressed to Step 3. If both parties agree on mediation, they will first attempt to agree upon a mediator. If the parties cannot agree upon a mediator, then they will request the appointment of a mediator from FMCS. The timeline in Section 14.7 for invoking arbitration shall be held in abeyance while the parties engage in mediation. Either party, by written notice to the other, may terminate the mediation process, in which case the timeline for invoking arbitration shall commence.

Section 14.7. Arbitration. (a) *General Provisions.* If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within fifteen (15) business days after receipt of the Director of Human Resources' answer at Step 3 or after a mediation session. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt of notice of referral, and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of five (5) arbitrators located within 250 miles of Chicago who are members of the National Academy of Arbitrators. Either party may reject one (1) entire panel. Both the District and the Union shall have the right to strike two (2) names from the panel. One party shall strike the first name, and the other party shall then strike a second name, the first party a third name, and the other party a fourth name and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of their selection by a joint letter from the District and the Union requesting that the arbitrator set a time and place, subject to the availability of the District and Union representatives. All arbitration hearings shall be held in Chicago, Illinois unless the parties mutually agree otherwise.

(b) *Limitations On Authority of the Arbitrator.* The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific

issue(s) submitted in writing at the first step of the grievance procedure (unless the parties mutually agree otherwise), and the arbitrator shall have no authority to make a decision on any other issue(s) not so submitted to him. The arbitrator may consider more than one grievance at a time if mutually agreed by the parties.

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

(c) *Expedited Arbitration Process for Grievances Pertaining to Subcontracting under Section 8.2 filed at Step 3.* Cases moved to expedited arbitration under this provision shall be heard by an arbitrator jointly selected by the parties from a panel of arbitrators maintained for this purpose. The list of five arbitrators for use in this process currently includes: Ed Benn, Robert Brookins, George Fleischli, Robert McAllister, Jeanne Vonhof. The parties agree to select arbitrators from the panel in rotating alphabetical fashion. Both parties reserve the right to unilaterally strike the name of an arbitrator from the panel at any time for any reason. If any arbitrator's name is stricken from the panel, they are permanently removed and may not be selected to hear future expedited arbitration cases involving the parties. The parties shall agree upon a replacement within one (1) month thereafter. Neither party may strike the name of an arbitrator from the panel once that arbitrator has been selected to hear a case and/or the arbitrator maintains jurisdiction over a pending grievance arbitration between the parties. The arbitrator so selected must agree to render a decision no later than thirty (30) calendar days following the close of the hearing. Post-hearing briefs may be filed by either party in accordance with this deadline for decision. The parties, by joint agreement, may require the issuance of a bench decision in addition to, or instead of, a written decision. Except as expressly provided in this paragraph, the expedited arbitration process remains subject to all other provisions of this Article, including but not

limited to, for example, the extent of the arbitrator's authority to interpret and apply the Agreement, the arbitrator's fees and expenses, transcripts, the calling of witnesses and the like.

Section 14.8. *Fees and Expenses.* The losing party in an arbitration shall pay for the fees and expenses of the arbitrator. In the case of a settlement or "split decision," the parties shall equally share the fees and expenses of the arbitrator. The fees and expenses of the Arbitrator shall include the cost of a written transcript for the arbitrator. The party seeking a continuance or postponement of an arbitration shall bear the related fees and expenses. The parties may mutually agree to continue or postpone an arbitration for good cause, in which case the fees and expenses shall be divided equally between the parties.

Section 14.9. *Personnel Board.* It is expressly understood and agreed that, except as provided in Section 10.3 hereof, suspensions and discharges shall not be subject to the grievance procedure set forth in this Article and shall be subject to the exclusive jurisdiction of the Personnel Board of the District as provided by the Illinois Compiled Statutes (1992) and the Illinois Revised Statutes (1991) and the applicable provisions of the Personnel rules and procedures as such rules and procedures may be adopted or from time to time be modified, and the provisions for appeal set forth in Section 10.3 herein.

Section 14.10. *Seasonal Employees.* For purposes of this Agreement, the parties agree that seasonal employees who have been employed by the District for more than one hundred and eighty (180) consecutive days of employment, and who are discharged, shall be accorded Career Service appeal rights as if they were statutorily covered by the Personnel Board and applicable Career Service Statutes and regulations. Upon the commencement of their fourth consecutive season, seasonal employees shall have access to the grievance procedure for purposes of discipline in accordance with the Agreement. Prior to the fourth season, a seasonal employee can be disciplined in accordance with the Agreement without recourse to the grievance procedure. However, during that time, seasonal employees have grievance rights limited to pay issues and benefits and any other rights specifically enumerated to seasonal employees under the express terms of the Agreement. Upon the commencement of employment, seasonal employees will be provided notice of the starting and ending dates of their employment. In addition, all seasonal employees shall be given an evaluation at the end of the season by their immediate supervisor indicating whether or not they may return next season. All employees

shall be given a copy of the evaluation. All seasonal employees will be given a prior notice of termination at least five (5) business days before the effective date of termination.

At the commencement of the third consecutive season, seasonal employees shall not be terminated or listed as "do not rehire" without the termination being monitored by the Employee Relations Counsel or the Director of Human Resources or their designee. The District shall, upon written request of the Union, meet with the Union to discuss the re-hiring of the seasonal employee. During this meeting, the Union shall be afforded the opportunity to present evidence and arguments to support the re-hiring of the seasonal employee. The District shall not arbitrarily deny the Union's request to re-hire the seasonal employee.

ARTICLE XV

No Strike - No Lockout

Section 15.1. *Strikes and Lockouts Prohibited.* During the term of this Agreement, neither the Union nor its officers or agents, or any employee for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, sympathy strike or concerted refusal to work, or refusal to follow reasonable work instruction. During the term of this Agreement neither the District nor its agents will for any reason authorize, institute, aid or promote as a resolution to a labor dispute any lockout of employees covered by this Agreement.

Section 15.2. *Union Official Responsibility.* The Union agrees to notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by the Union or any other group of employees or individuals and to encourage employees violating Section 15.1 to return to work.

Section 15.3. *Disciplinary Action.* The District may discharge or discipline any employee who violates Section 15.1. Furthermore, the District may discharge or discipline any, some, one or all employee(s) who fail to carry out their special responsibilities under Section 15.2.

Section 15.4. *Judicial Restraint.* Nothing contained herein shall preclude the District from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE XVI

Seniority

Section 16.1. *Definition.* Seniority shall, for the purpose of this Agreement, except as provided below, be defined as an employee's length of continuous service in that title since the employee's last entry in that title (time in title). Park District seniority (District seniority) shall be defined as an employee's length of continuous service with the Park District.

Section 16.2. *Application of Seniority.*

- (a) In the application of seniority for promotions, District seniority shall be the determining factor when, among bargaining unit employees involved, the qualifications, skills and abilities to perform the work in question are relatively equal.
- (b) The application of seniority (time in title) shall be the determining factor when scheduling vacations. For all purposes in this Agreement, "time in title" shall include both time spent in hourly and monthly positions in the same job classification (for the purpose of applying this provision, the term "same job classification" shall comprise the Monthly and Hourly classifications sharing the exact same title (e.g., Gymnastics Instructor).
- (c) For purposes of layoff, recall and bumping rights, seniority shall be as defined above except when an employee has worked in the same title with Career Service on more than one occasion, in which case the employee's seniority for purposes of layoff, recall and bumping rights shall be the employee's single longest period of Career Service in the title. Seniority, as thus defined, shall be applied in all cases of layoff and recall in that the employee(s) with the least amount of time in title in the affected job classification shall be laid off first and the employee(s) with the greatest time in title in the affected job classification shall be called back first.

Section 16.3. *Termination of Seniority.* District seniority shall be terminated for any of the following reasons:

- (a) Resignation or retirement;
- (b) Discharge for cause;
- (c) Failure to return to work upon the end of a leave of absence or vacation;
- (d) Absence from work because of layoff for a period of time in excess of twenty-four (24) months or the length of the employee's seniority, whichever is shorter;
- (e) Failure to notify the District within one (1) week of the employee's intent to report to work upon recall from layoff, provided that a notice to report for work is sent by registered or certified mail or by telegram to the employee's last known address.
- (f) Absence from work for any reason other than layoff, including but not limited to work related and non-work related injuries and illnesses, for a period in excess of twelve (12) months or as otherwise provided in Section 21.6(iii).
- (g) Absence from work without notification to the Department Head or Supervisor for two (2) consecutive workdays for security guards and employees in the Aquatics unit and three (3) consecutive workdays for all other employees, except for just cause.

Section 16.4. *Probationary Period.* (a) All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed one hundred eighty (180) days. During the employee's probationary period, the employee shall not have access to the grievance procedure. There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to their last date of hire with the District in a position covered by this Agreement. Probationary employees can be discharged without the right to

appeal, except where allegations are made regarding discrimination as described in Article VI, Section 6.1 and Section 6.2, in which case employees shall have the right to take their claim to the District's EEO Administrator who will investigate the complaint pursuant to the Human Rights Ordinance, as it would for any post-probationary employee. No complaint alleging a violation of Section 6.1, 6.2 or both shall operate as a stay or otherwise prevent the discharge of a probationary employee in accordance with this Section.

Section 16.5. *Filling of Vacancies.*

A. Determination of Permanent Vacancies.

- (1) The District shall determine if there is a permanent vacancy to be filled and at any time before said vacancy is filled whether said vacancy shall be filled. If the District determines to fill a vacancy by posting the position, it is contemplated that the selection process will customarily be completed within ninety (90) days. If the District is unable to complete the selection process within ninety (90) days, upon request from the Union, the District shall provide the Union with written notice of the reasons it is taking longer to fill the position, the District shall attempt to fill the vacancy within ninety (90) days of being declared vacant. If the District determines not to fill a vacancy, the District shall so notify the Union and all bargaining unit applicants and provide a reason.
- (2) A vacancy is defined as an opening in a position that the District decides to fill. An opening may result from various factors, such as the addition of new positions and/or classifications, reassignments, promotions, bidding out or separation for any reason.
- (3) It is the goal of the District, and the purpose of this Section, to provide employees of the District with the opportunity to compete for promotional vacancies, to provide for upward mobility for employees and to enhance the District's ability to fully and effectively utilize currently qualified and skilled personnel throughout the organization. For purposes of promotion, seniority shall be defined as an employee's length of continuous service with the District.

B. Transfer Request Procedure

- (1) For purposes of this Section, a transfer is defined as a permanent change in the payroll cost center or location code to which the employee is assigned.
- (2) The District maintains the right to transfer employees where it is necessary to increase efficient operations and production. The District shall give employees written notification of the intent to transfer five (5) business days prior to the effective date of said transfer. At no time shall employees be involuntarily transferred for disciplinary reasons. With the exception of employees in supervisor, instructor and lifeguard classifications or titles, the District shall select the least senior employee for transfer within the employee's region, from among qualified employees in the same classification or title. With respect to employees in supervisor, instructor and Aquatics classifications or titles, an involuntary transfer of such an employee shall be limited to no more than twice per calendar year and shall not result in a loss of pay. If the District intends to reduce the number of employees in a job classification at a location and transfer them to another location, the District shall seek volunteers from among the employees in the affected job classification, provided that the volunteers have the then present ability to perform the work required (including, but not limited to, ability to work the required schedule) without further training.

With respect to employees in all Aquatics classifications or titles, management shall receive requests for assignments sixty (60) days prior to the commencement of summer and year-round employee assignments. Prior to the deadline for employees in all Aquatics classifications to submit their requests for summer assignments, the District shall provide a tentative list of the locations of the available assignments, which may change based on the needs of the District. The District will assign Aquatics staff according to the overall needs of the District. In the event that the District receives multiple requests to the same location for summer and fall and the overall needs of the District are met, the request of the most senior (has the greatest time in title) qualified employee shall prevail. If an employee is not granted their requested assignment, the employee may request a review of the assignment within five (5) days after they have received notice of such assignment.

Upon request, the District shall explain the reasons the employee did not receive their requested assignment. Upon request, the District will provide the Union with a list of all locations and the staff assigned to each location. If a year-round employee doesn't pass the swim test before Memorial Day, the District is not obligated to honor their request for assignment. Aquatic staff may request that they return after the summer season to the same work location as they worked prior to the summer season, and such requests shall not be unreasonably denied.

- (3) An employee may request a transfer by completing and submitting a copy of a transfer request, on a form provided by the District, to their supervisor and the Director of Human Resources. Transfer requests are effective for one (1) calendar year. Employees filing multiple requests and accepting a transfer shall only be allowed a single transfer in the twelve (12) month period. Employees shall receive a copy of all requests filed with date of receipt noted on the copy.
- (4) Transfer requests by incumbent employees shall take precedence over non-bargaining unit applicants.
- (5) When filling a vacancy, the District shall select the most senior employee in the job classification (employee with the greatest time in title) who has a valid transfer request on file prior to the posting of the position, provided the employee has the present ability to perform the required work with reasonable orientation without further training. The District shall give the Union a list of newly transferred employees by department once a quarter.
- (6) Employees requesting a transfer may submit such requests in person or via e-mail or fax. Employees who submit a transfer request in person must do so at the Human Resources Department and will receive a time stamped receipt indicating time and date such request was made. Employees who submit a transfer request via e-mail must send the request to the Deputy Director of Human Resources and the date and time the e-mail was received shall be used for determining when such request was made. Employees who submit a transfer request via fax must send the request to the attention of the Deputy Director of Human Resources at (312) 742-6097 and the date and time the fax was received shall be used for determining when such request

was made. The District is not responsible for any transfer request that is not sent in accordance with the procedure specified above. Transfer requests which are not directed to the designated recipient shall be deemed invalid. Upon receipt of a transfer request via e-mail or fax, the District shall send the employee a letter confirming the date and time the transfer request was received. If a dispute arises regarding the date and time a transfer request was received, the employee may provide documentation of when such transfer request was sent.

Effective January 1, 2020, the preceding paragraph is deleted and replaced by the following paragraph:

Effective for transfers in calendar year 2020, to be deemed a valid transfer request under this subsection the transfer request must have been submitted online on SharePoint (or Taleo or any similar online system designated by the District by 11:59 p.m. on December 31, 2019. Transfer requests for subsequent years must follow the same process (e.g., to be considered valid in 2021, the request must have been submitted online no later than 11:59 p.m. on December 31, 2020, and so on). As part of the transition to this online process in 2020, the parties agree that transfer requests that were submitted during 2019 prior to the ratification of this successor Agreement and which were submitted in accordance with the process described in the preceding paragraph, shall be deemed to be valid transfer requests for 2020, unless the employee submits a superseding transfer request on or before 11:59 p.m. on December 31, 2019.

C. Recall

When filling a vacancy and there are no said employees who have transfer requests on file the Union will be notified of any new vacancies prior to any recall, the District shall select the employee in the job classification from the recall list, if any, in accordance with Section 16.8 of this Agreement. If the individual(s) on the recall list does not accept the vacant position, then the District will follow its normal selection process to fill the vacancy.

D. Posting and Bidding

- (1) When filling a vacancy and there are no said employees who have transfer requests on file prior to any posting, and there are no eligible

employees on said recall or reinstatement lists, the District shall post the job for bidding.

- (2) Employees may bid on jobs the District determines to be permanently vacant for promotion. The notice of a District-determined permanent vacancy shall be posted on the Park District website and other appropriate locations as determined by the District for a minimum of 14 days. The posting shall contain at least the following: job title, qualifications, work location, if known, and rate of pay and shall include all additional duties and qualifications reasonably required to fulfill the needs of the District for hiring into the particular position. If a posting is rescinded or re-posted after rescission, the Union shall be notified in writing. Job postings for hourly vacancies shall include the projected weekly hours for the position subject to the conditions in Article VII and Section 17.1 (a).
- (3) All applicants for District-determined permanent vacant jobs must meet the minimum qualifications for the job in order to be considered for selection by the District. Employees must submit applications for vacancies by utilizing the District's online application process. Employees who have questions about or need assistance using the District's online application procedure, should contact a Human Resources representative. All qualified employees who submit applications for vacancies shall receive an e-mail response acknowledging submission of the application.
- (4) In making selections, the District shall give a priority to employee applicants over non-employee applicants, unless the non-employee applicants have demonstrably greater skill and ability to fulfill the needs relevant to the job as reasonably determined by the District. Among employee applicants, monthly and hourly employees shall have a priority over seasonal employees who have worked a minimum of two seasons in two consecutive years in every instance; and seasonal employees who have worked a minimum of two seasons in two consecutive years shall be given a priority over all other seasonal employee applicants and non-employee applicants. In the event such other current or former seasonal employees apply for vacant positions for which they are qualified, their previous seasonal experience with

the District will be a factor taken into consideration by the District, provided they reach the final phase of the selection process. In no event shall the decision be arbitrary or capricious.

- (5) Where employee applicants are relatively equally qualified, as that term is usually and customarily defined by labor arbitrators, to perform the work required, the District shall select the employee with the greatest District seniority of those applying. "Relatively equally qualified" shall be based upon only bona fide job-related criteria including skill, experience, performance, training and education. Once an employee received a job under the bid procedure, they shall receive no further bid preference under this subsection for 12 months. Nothing herein shall require the District to interview less senior bidders for a vacancy if the District determines during the selection process that a more senior bidder should be awarded the vacancy.

- a. Effective for monthly vacancies in Attendant (M) positions declared and filled after the effective date of this successor Agreement, employees in hourly Attendant (H) positions who bid for such a vacancy, and who meet the District's minimum eligibility criteria (including not having a disciplinary suspension within the previous eighteen months) and are otherwise qualified, shall be selected in the order of time-in-title seniority. An Attendant (H) who successfully bids for an Attendant (M) position, but then rejects the position, shall not be eligible to bid for another Attendant (M) position for another year.

- (6) Applicants who are not selected shall be so notified by the District within ten (10) business days after the vacancy is filled. In the event they wish to schedule a meeting with the Chicago Park District to discuss why they were not selected to file the position for which they interviewed. They can call the Department of Human Resources at 312-742-5220. Please have the following information ready when you call: Position interviewed for, date of the interview, and your interviewers' names. Upon request, a copy of the bid list, with District seniority dates and the name of the successful bidder identified, shall be sent to the Union. A successful bidder may not bid for another

District determined permanent vacancy for one (1) year. An employee may not transfer for a twelve month period following a successful bid promotion to a monthly position. This limitation shall not apply to an employee occupying an hourly year-round position with the District. Year-round hourly positions are not considered "bid positions" and someone who is hired or promoted into an hourly year-round position would not be considered one who is a successful bidder who may not bid for another District determined permanent vacancy for one (1) year. The one (1) year limitation would only apply to those positions filled pursuant to postings that are listed as bid positions.

- (7) During the bidding and/or selection process set forth in this Section, the District may temporarily fill said vacancy for no more than ninety (90) days.
- (8) With respect to the employees who have been grandfathered, as identified by the parties in their letter of agreement, the District agrees, effective upon ratification i) they shall not be removed from their current position solely on the basis that they do not possess a required degree (unless the degree is legally required); ii) they shall be eligible to apply for transfers within their current job classification and shall not be deemed ineligible for the transfer on the basis they do not possess a required degree (unless the degree is legally required); iii) they shall be eligible to bid for promotion under Section 16.5.D, to a position requiring a degree and shall not be deemed ineligible based solely on their lack of a degree (unless a degree is legally required), provided, however, that in determining relative qualifications of the bidders, the District shall treat the college degree as a preferred requirement. With respect to the employees who have previously availed themselves of an education waiver but have not attained a degree, as identified by the parties in their letter of agreement, such employees shall not be removed from their current position solely on the basis that they do not possess a degree, but shall be ineligible to transfer into or bid for a position requiring a degree, unless and until they obtain the required degree.

Effective upon ratification, in order to be qualified to fill a vacancy in the classifications of Playground Supervisor or Park Supervisor, the employee must

either possess the required degree or, if the employee does not possess the required degree, be part of the grandfathered group referenced above. Also, effective upon ratification, in order to be eligible to fill a vacancy in a Monthly Instructor classification, the employee must either i) possess the required college degree or ii) have a minimum of ten (10) years of relevant work experience with the District at the time of the bid. In determining relative qualifications of the bidders, the District shall treat the college degree as a preferred requirement.

E. Retreat

- (1) The employee who is promoted shall have an evaluation period, not to exceed ninety (90) days, to demonstrate that they can perform the job. If the District has cause based upon the employee's job performance at any time during that period that the employee cannot perform the job, then the employee shall be returned to the job they held just prior to the promotion, displacing, if necessary, any employee who has been placed into said job.
- (2) An employee who is voluntarily transferred or promoted shall, for a period of 30 days, shall be permitted to return to their former job classification in the bargaining unit.

Section 16.6. *Working Out of Classification.* Any employee covered by this Agreement who is directed or permitted to perform substantially all of the duties and responsibilities of a higher paid classification for five (5) or more consecutive work days, shall be paid at the higher pay rate retroactive to the first day of the consecutive five day period for as long as they continue to perform the higher rated duties. If the District continues to direct or permit an employee to perform substantially all of the duties and responsibilities of a higher paid classification for more than 120 days, except where the regular incumbent is on a leave of absence, in which it shall be six (6) months, the District shall post and fill the position as a permanent vacancy under this Article. If the employee who has been paid for acting in a higher paid classification is also the successful bidder when the position is posted as a permanent vacancy, the said employee's seniority date for purposes of time-in-title shall be the date the employee initially was paid for acting in the higher-paid classification, provided the employee has continued to perform the higher-rated job without interruption.

All bargaining unit employees shall have the right to request, from their immediate non-bargaining unit supervisor, that an audit be performed by the Department of Personnel to determine if their position is appropriately classified. The request shall be in writing, dated and shall include the employee's name, the employee's supervisor's name, the work location, the employee's current job classification, a description of the duties currently performed and the requested job classification. The supervisor, in conjunction with the department head, shall review the request and determine whether such request shall be submitted to the Department of Personnel for processing. The denial of an employee's request to process a job audit shall not prohibit an employee from filing a working out of classification grievance. Approved requests shall be processed as expeditiously as possible, but not more than forty-five (45) calendar days after the request is received. Time limits for processing working out of classification audit requests or grievances may be extended for good cause by written mutual agreement between the District and the Union. Such requests may be initiated by the bargaining unit employee or the Union. The District may institute a job audit without a request. The Department of Personnel shall, upon receipt of a request initiated by an employee, forward a copy of the request to the Union office. The Union will be provided with a monthly report of all bargaining unit vacancies. This report shall include the job title associated with each vacancy and the location of each vacancy.

Section 16.7. *Seniority Roster.* The District shall maintain and keep current a seniority roster noting the employee's date of hire, current position by job title and date entering the title. The District shall post an updated seniority roster twice a year on January 1 and July 1 and provide the Union a copy. Any objection to the seniority roster as provided shall be reported in writing to the District within thirty (30) calendar days of the date the seniority roster is provided to the Union or the roster shall stand approved as provided.

Section 16.8. *Layoff and Recall.* The District, in its discretion, shall determine whether layoffs are necessary, unless it is clearly established that such a determination is arbitrary. Employees who are affected by layoffs shall be notified as soon as possible, but not less than fourteen (14) calendar days prior to the layoff date. When employees are laid off, the order will be as follows:

- (a) Any seasonal employees in the affected job classification will first be separated;

- (b) Next, hourly employees in the affected job classification will be laid off in reverse order of seniority. When two (2) or more hourly employees have the same seniority, the employee(s) regularly scheduled to work the lesser (least) number of hours will be laid off first.
- (c) Finally, monthly employees, in reverse order of seniority, will be the last to be laid off.

Employees who are laid off after January 29, 1996, shall be placed on a recall list for a period of two years. If there is a recall, employees in the affected job classification who are still on the recall list shall be recalled, in the reverse order of their layoff, provided that they are presently qualified to perform the work in the job classification without further training.

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

Section 16.9. *Bumping Rights.* An employee who would otherwise be laid off but has Career Service rights in any other title may, to avoid layoff, exercise bumping rights as set forth in the Personnel Board Rules, by displacing the most junior employee then occupying a position in that other title, who either lacks Career Service in the title, or who appears lower on the seniority list for that title than the employee who is exercising bumping rights. However, as set forth in the Personnel Board Rules, an employee may bump back only into the highest rated grade or title in which they have sufficient seniority to bump and displace an employee. If an employee elects not to bump back into that title, as set forth in the Personnel Board Rules, that employee's name then shall be stricken from the seniority list in that title, and they then forfeit further Career Service rights in that title.

Section 16.10. *Volunteers.* The Union recognizes the District's interest in maintaining an effective Volunteer Program as an important part of the District's commitment to provide public service and establish productive relationships with park patrons. Likewise, the District recognizes the Union's interest in maintaining the integrity of its bargaining unit by avoiding the use of volunteers, including SWAP, in lieu of bargaining unit employees to meet labor requirements. Both the Union and the District recognize that volunteers are not part of the bargaining unit.

ARTICLE XVII

Hours of Work and Overtime

Section 17.1. *Application.*

- (a) This Article is intended to define the normal hours of work per day or per week in effect at the time of the execution of this Agreement. Nothing contained herein shall be construed as a guarantee of hours of work per day or per week or as preventing the District, after notice to the Union and an offer of any opportunity to discuss the matter, from restructuring the normal workday or workweek, establishing new work schedules for employees or establishing part time positions; provided, however, that any employee qualified to do the work, as determined by the District, and who is covered by this Agreement, has been afforded an opportunity to perform the work before new employees are hired.
- (b) The District shall establish a procedure whereby the District, subject to budget considerations and programmatic need, will provide interested year-round hourly employees in designated classifications with the opportunity to annually increase their regularly scheduled hours during the summer season before hiring seasonal employees. Sixty days prior to the start of the seasonal hiring process, the District will consult with the Union on the development of such procedure.

Section 17.2. *Normal Workweek and Workday.* The normal workweek shall be five (5) consecutive days of employment and the normal workday shall be eight (8) consecutive hours for each day for all employees. There shall be no split work shift assignments.

- (a) **Monthly Employees:** Those employees who are regularly scheduled to work 40 hours per week year-round.
- (b) **Year-Round Hourly Employees:** Those employees who are regularly scheduled to work 35 hours per week or less year-round. Hourly employees who are working more 35 hours a week, over a three (3) month period, excluding the increase in summer hours (April through September), shall be deemed monthly employees. Properly approved benefit time shall count as time worked for the purpose of this section.
- (c) **Seasonal Hourly Employees:** Those employees who are regularly scheduled to work 40 hours per week or less on a seasonal basis for a maximum of six months per year (1040 hours).

Section 17.3. Rest Periods. All employees shall receive at least one fifteen (15) minute rest period during each full workday. During work beyond the normal hours in a workday, employees shall receive breaks in the same intervals as received during a normal workday.

Section 17.4. Meal Period. All employees, except upon mutual agreement, shall be granted a thirty minute non-paid meal period during each regular work shift, but outside the normal eight hours of work time. Travel time is included in their lunch period. Whenever possible, the meal period shall be scheduled at the middle of each shift.

Section 17.5.

- A. *Changes in Normal Workweek and Workday.* The shifts, workdays and hours to which employees are assigned shall be stated on a monthly work schedule. Should it be necessary, in the interest of efficient operations, to establish schedules departing from the normal workday or workweek, the District shall give notice of such change to the affected bargaining unit employee as far in advance as is reasonably practical, but not less than five (5) business days prior to the effective date of said change, except in emergency situations. For the purpose of this Article, emergency is defined as something not reasonably foreseeable. Employees shall be notified in writing prior to any schedule change. If the District does not provide notice

to an employee, in accordance with this Section, the District shall, upon request, immediately reverse the schedule of the employee. Any employee who is called in to work on a day they were not previously scheduled to work shall receive a minimum of two (2) hours pay at the rate the employee receives when called in.

- a. The District and the Union agree that they will continue discussions regarding the scheduling of employees for special events through Labor-Management meetings.

Section 17.6. *Overtime Authorization.* Generally, overtime is not to be incurred. Under special or emergency conditions, overtime may be incurred, but only if specifically authorized by the Department head or their designee. Such overtime will result in compensatory time off and not in monetary payment to the extent permitted by the Fair Labor Standards Amendments of 1985 in regulations issued pursuant to implementation by the U.S. Department of Labor.

Section 17.7. *Compensation for Overtime and Compensatory Time off.* Any employee who is authorized to work overtime outside the normal workday or workweek, as defined in Section 17.2 of this Agreement, shall be compensated for such overtime as in the manner provided for below in this Section; provided, however, that payment for work performed on holidays shall be governed by the holiday pay provisions of Section 19.4 of this Agreement.

Any employee who works authorized overtime, as defined herein, shall be granted compensatory time off at the rate of 1.5 hours for each hour of overtime worked up to 240 hours (or 480 hours if the employee's work includes public safety, emergency response or seasonal activity within the meaning of Section 7(0) of the Fair Labor Standards Act as amended "FLSA"). Payment for overtime worked in excess of the above maximum shall be made in cash at 1.5 times the employee's regular rate of pay in effect at the time the employee earns the overtime.

The parties understand and agree that some bargaining unit employees' accumulated compensatory time for overtime worked prior to April 15, 1986, (the effective date of Section 7(0) of the FLSA). Therefore, the parties agree that all compensatory time earned by an employee at any time prior to April 15, 1986, shall be credited to the employee. However, said time will be available for use on

an hour per hour basis, but is not compensable in the manner set forth by the FLSA regulations.

Any employee who has accumulated overtime may elect to use compensatory time for segments of less than one full workday upon written request. If an employee uses compensatory time after exceeding the FLSA limits, the time used will be deducted from the hours which are below said limits. Employees shall request compensatory time off as far in advance as is reasonably possible. Compensatory time off will be scheduled, insofar as possible and practical, at those times requested by each employee. However, because of the nature of the work, and the need to maintain orderly performance and continuity of District services, it may be necessary to limit or prohibit the taking of compensatory time during a particular period or at the same time. In the event an employee has made a valid request to use compensatory time, the Employer shall provide the employee with written notice granting or denying the request no later than ten (10) calendar days after the request is submitted. The Employer will provide a written explanation concerning all negative responses to employee requests for compensatory time. Under no circumstances shall such requests be discriminatorily denied.

It is understood further that the District may require any employee who has accumulated in excess of ninety (90) hours to take compensatory time off provided the following procedures are followed:

- (a) The District shall first notify employees in writing of the amount of time to be taken off within ninety (90) days;
- (b) The employees shall then be given thirty (30) days within which to select particular day(s) or time(s) the employees' desire to take time off within the ninety (90) day period. Such requests shall be submitted, in writing, by the employee. A written response to said request shall be provided to the employee by their supervisor within five (5) business days from the date of the request. During the months of October to and including April, absent emergency or extraordinary circumstances, employee requests shall be granted. During the months of May through and including September, such requests shall be granted if consistent with the operational needs of the District. Under no circumstances shall such requests be unreasonably or discriminatorily denied

- (c) If the employee fails to make an election within said thirty (30) days, the District may then schedule the time off. Such requirement shall not be used for the purpose of avoiding the accrual or payment of overtime.
- (d) Employees who are unable to use or have their supervisor schedule compensatory time in accordance with this Section due to scheduling or programming concerns shall not lose such compensatory time.

Notwithstanding any of the terms and conditions of this Agreement, it is specifically understood that employees in job classifications that are exempt from the overtime provision of FLSA shall not be compensated in accordance with FLSA regulations. However, employees occupying such positions will accrue overtime at the overtime rate otherwise provided for in this Contract and may use such overtime on an hour for hour basis.

Section 17.8. *No Pyramiding.* Neither compensation nor compensatory time off shall be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE XVIII

Vacations

Section 18.1. *Earning Vacation Leave.* From the date of hire until completion of five (5) years of service, employees shall earn thirteen (13) workdays per year of vacation leave with full pay. Vacation leave shall not accumulate beyond twenty (20) workdays. After the completion of five (5) years of service, until the completion of ten (10) years of service, employees shall earn fifteen (15) workdays per year of vacation leave with full pay which shall not accumulate beyond twenty (20) workdays. After the completion of ten (10) years of service, employees shall earn twenty workdays per year of vacation leave with full pay which shall not accumulate beyond twenty-five (25) workdays. Any earned vacation leave in excess of the limits imposed herein shall be forfeited at the commencement of the calendar year. If a bargaining unit employee exceeds the limits herein imposed as a result of having their vacation leave limited, denied, prohibited or canceled and did not have another opportunity to use the leave, the limits may be extended subject to the concurrent approval of the

Department/Division Head and the Director of Human Resources. Requests for extensions shall not be unreasonably denied. Employees on any form of unpaid leave of absence shall not earn vacation leave. Employees shall earn vacation leave at the rate of one-twelfth for each month in which the employee works or is paid at least seventy-five percent of the calendar days in the month. After an employee's earned vacation leave has been so computed, if there remains a fractional balance of a workday or less, the employee shall be deemed to have earned vacation leave of a workday in lieu of the fractional balance; if there remains a fractional balance of more than of the workday, the employee shall be deemed to have earned a full workday of vacation leave in lieu of a fractional balance.

Effective January 1, 2020, year-round hourly employees, after one year of employment and provided they worked at least 1,040 hours in the previous year, shall be eligible for vacation leave per the schedule set forth above, on a pro rata basis.

Section 18.2. *Taking Vacation Leave.* Vacation leave may be taken in increments of not less than one-half workday after the employee has been employed by the District for six (6) months. Employees may not take vacation leave before it is earned. Employees shall request vacation leave as far in advance as is reasonably possible. Requests for vacation leave may be denied by the Department or Division Head if such absence would adversely affect and interfere with the orderly performance and continuity of District services. In the case of an emergency as determined by the General Superintendent, the District may cancel and reschedule any or all approved vacation leaves in advance or in the course of their being taken. To the extent that sick leave may be exhausted, an employee may request and use vacation leave for purposes other than taking a vacation.

Section 18.3. *Requests for Vacation.* In order to assure the orderly performance and continuity of services provided by the employees and their respective Departments, each employee wishing to schedule a vacation should request such vacation leave as far in advance as reasonably possible, but usually at least one month in advance of the requested vacation period. In order to better assure that their vacations may be scheduled, employees should, as set forth in Section 18.4, request their vacation as many months in advance as possible.

Requests for vacation shall be granted upon approval of the Department Head, in accordance with Section 18.4, unless it is determined that such absence

would adversely affect and interfere with the orderly performance and continuity of District service. Such requests, however, shall not be arbitrarily denied.

Section 18.4. *Scheduling Vacations.* Vacations will be scheduled, insofar as possible and practical, at those times requested by each employee. However, because of the nature of the work and the need to maintain orderly performance and continuity of District services, it may be necessary to limit or prohibit the taking of vacations during a particular period or at the same time.

In terms of scheduling vacations and resolving any conflicts which may arise, the following procedure will be used in each Department:

- (a) Requests for vacation which are submitted during the month of December immediately preceding the calendar year will be processed giving preference to the employee with the most District seniority receiving the highest preference. The District shall provide the employee with written notice granting or denying the request by January 15. The District will provide a written explanation concerning all negative responses for scheduled vacation requests.
- (b) Requests for vacation which are submitted during the actual calendar year will be processed giving preference to the order in which the vacation requests are received, with those received first, having first priority. In the event requests are received at the same time for the same vacation period, then District seniority will be the determining factor. The District shall provide the employee with written notice granting or denying the request no later than ten (10) calendar days after the request is submitted. The District will provide a written explanation concerning all negative responses for scheduled vacation requests.

Section 18.5. *Holidays During Vacation Period.* In the event a holiday occurs during the period when an employee is on approved vacation leave, such holiday may be considered as a holiday and shall not be counted as part of the employee's vacation. The employee shall not be eligible for or receive the bonus holiday pay if they take holiday leave.

Section 18.6. *Vacation Cancellation.* In the case of an emergency as determined by the General Superintendent, the District may cancel and reschedule any or all approved vacation leaves in advance or in the course of their being taken. For the purpose of this Article, an emergency is defined as something that is not reasonably foreseeable. In the event of such cancellation, the cancellation and the rescheduling should be accomplished based upon and consistent with the priority order established for each vacation leave request in accordance with the previous Sections of the Article.

Section 18.7. *Returning Veterans.* Military leave shall be granted and administered in accordance with the Code of the Chicago Park District (Chapter 5, Section B (5)) and applicable Illinois and Federal law. Employees who are required to enter military service as a result of the United States government, or any of its agencies, or who shall voluntarily enlist in the Armed Services thereof, shall, within ninety (90) days from the date of discharge from such service, provide notice to the District of their intent to resume their employment with the District. Employees' seniority status shall be retained and they will be placed in the position they would have held had they been continuously employed by the District, insofar as possible, in accordance with applicable law.

Section 18.8. *Receiving Vacation Leave Pay Upon Separation.* Upon termination of employment or an employee's death, an employee or their estate shall receive salary in lieu of any earned vacation leave which the employee was entitled to take as of the date of termination or death. The effective date of an employee's termination shall not be extended by the number of days represented by said salary in lieu of vacation leave. The District will pay unused vacation and f-time time in accordance Illinois Wage Payment and Collection Act. The stipends for Park Supervisor shall be included in calculating their regular rate for purposes of overtime.

Section 18.9. *Continuous Service with Other Agencies.* The District agrees to continue its practice of recognizing years of service with other City and County agencies for purposes of vacation accrual and longevity under Section 22.2.

ARTICLE XIX

Holidays

Section 19.1. *Holidays Observed.* The following are paid holidays for eligible employees:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Independence Day
Thanksgiving Day	Christmas Day
Memorial Day	

For the purposes of this Article, if one of the above holidays falls on Saturday, it shall be observed on the preceding Friday, and if one of the above holidays falls on Sunday, it shall be observed on the following Monday. For employees whose regularly scheduled work week includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday, will be observed on that day. Employees will be given the opportunity to vote in elections in the manner provided for in 10 ILCS 517-42 and 5117-15.

Section 19.2. *Floating Holiday.* Effective January 1, 2000, monthly employees covered by this agreement shall be entitled to one (1) paid floating holiday each year of this agreement. In order to be credited with a floating holiday, employee must be in pay status, or receiving disability benefits or benefits under workers' compensation or on a FMLA leave on January 1. Such floating holiday shall be designated by the employee. Employees whose request is received at least two (2) weeks in advance of the designated day shall be granted the designated day subject to approval by the employee's supervisor, which approval shall not be arbitrarily or unreasonably denied. In the event of a conflict, District seniority by region shall control. In the event the employee is required to work on the designated floating holiday, the employee shall receive the appropriate premium compensation as provided in Section 19.4. An employee may carry over the floating holiday to the following calendar year provided such carryover shall not exceed one (1) floating holiday and that the employee made a timely and proper designation which was denied by the employer. The floating holiday may be taken in increments of not less than one (1) working day and eligible employees shall

include those on a FMLA leave or those employees that work the full scheduled working day immediately preceding and immediately following the designated holiday, unless on approved paid leave in pay status or receiving disability benefits or receiving benefits under workers' compensation the full scheduled work day immediately preceding and immediately following such designated holiday or is absent with the employer's permission, which permission will not be arbitrarily or unreasonably denied.

Section 19.3. *Holiday Eligibility Requirements.* In order to be eligible for holiday pay, the employee must work the full scheduled working day immediately preceding and immediately following the holiday, unless on approved paid leave. This Section shall not be construed to make employees on layoff eligible for holiday pay.

Section 19.4. *Holiday Pay.* Employees who do not work on a holiday shall receive holiday pay computed at their regular straight time hourly rate for the number of hours for which they were normally, regularly scheduled to work immediately prior to the holiday. In the event of an emergency or other situation which demands immediate or special attention, an employee may be required by the District to work on a holiday. In such case, the employee shall receive straight time pay for all hours worked on the holiday plus double time compensatory time off for all hours worked on that holiday. When a holiday falls within an eligible employee's approved vacation, the employee shall receive the appropriate holiday pay. Effective January 1, 2003, the parties agree that the provision of this section for payment of straight time pay for all hours worked on a holiday plus double time compensatory time off for all hours worked on that holiday shall apply to year-round hourly employees in the bargaining unit who are required by the District to work on Labor Day, Thanksgiving or Christmas. Effective January 1, 2006, the parties agree that year-round hourly employees in the bargaining unit who are required by the District to work on Labor Day, Thanksgiving or Christmas shall be paid double time for all hours worked on such holidays. Effective July 1, 2019, year-round hourly employees in the bargaining unit who are required by the District to work on a holiday other than Labor Day, Thanksgiving, or Christmas shall be paid at time and one-half their regular rate for all hours worked on such holidays. No Monthly or year-round hourly employee shall be required to work more than six (6) holidays in a year.

ARTICLE XX

Sick Leave

Section 20.1. *Earning Sick Leave.* Employees shall earn sick leave with full pay at the rate of one workday for each completed month of service with the District in which the employee works or is paid at least seventy-five percent of the calendar days of the month.

Section 20.2. *Taking Sick Leave.* Sick leave may be taken in increments of less than one full workday after the employee has been employed by the District for six (6) months. Employees may not take sick leave before it is earned. Sick leave may be used for illness, disability (including disability due to pregnancy) or injury of the employee or their spouse or dependent child, or appointments with Doctors, Dentists, or other Professional Medical Practitioners. For periods of absence of five (5) consecutive workdays or less, when the District can substantiate a pattern of abuse of sick leave, the District may, in its discretion, require evidence to substantiate that such leave days were used for the purposes herein set forth. For periods of absence for more than five (5) consecutive workdays, the employee shall provide written verification of the reasons for such absence upon the employees' return to work. The employee shall furnish written verification by persons licensed under the "Illinois Medical Practices Act" or under similar laws of Illinois or of other states or countries or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means. Such verification shall show the expected duration of the sick leave. Such verification shall be submitted to the Medical Department immediately upon the lapse of more than five (5) consecutive workdays taken as sick leave and shall be resubmitted no less than every forty-five (45) days thereafter. The District may require, in its discretion that an employee take a physical examination at any time during the period when an employee is on sick leave or in connection with an employee's request to return to work after an absence of five (5) or more consecutive working days. Failure of an employee to provide such verification or to submit to such a physical examination shall on due notice cause termination of such leave.

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

Section 20.3. *Falsification of Sick Leave Verification.* The furnishing of false information in connection with the sick leave request or the failure to submit verification where required (as outlined in Section 20.2 of this Article) may result in retroactive denial of the requested leave and/or disciplinary action.

ARTICLE XXI

Miscellaneous Leaves

Section 21.1. *Leaves of Absence Without Pay.* The Department or Division Head may, with the concurrence of the Director of Human Resources, grant an employee a leave of absence without pay for a period not to exceed six (6) months. An employee desiring to take a leave of absence without pay shall file a written application with his length of the requested leave. After considering the circumstances, including the need of the District to have a person actively working in the employee's job, the responsible official may, in his discretion, and after receiving the approval of the Director of Human Resources, grant the requested leave and may specify the terms and conditions of the leave. Any decision of the responsible official to deny leave and any decision as to the terms of the leave may be appealed to the General Superintendent by filing a written notice of appeal to the Director of Human Resources within five (5) days after receiving notice of the terms and conditions of the proposed leave. If an employee fails to return from leave after the termination or expiration of the leave, the employee may be subject to disciplinary action, including discharge.

Section 21.2. *Military Leave and Peace Corps Leave.* Military and Peace Corps Leaves shall be granted in accordance with applicable law.

Section 21.3. *Court Leave.* Subject to a pay deduction of any juror's fees received, an employee shall be entitled to court leave with pay when called for jury duty, subpoenaed by any legislative, judicial or administrative tribunal, or directed by the District to provide service related to litigation involving the District. An employee who is called for such service shall immediately notify his Department or Division Head.

If an employee is required or desires to attend court sessions other than those specified above, the employee shall apply for vacation leave, compensatory time or personal day leave for said purpose.

Section 21.4. *Funeral Leave.* An employee shall be entitled to three (3) consecutive workdays of funeral leave for the purpose of attending the funeral of a family member of the employee's immediate family. Where death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the employee shall be entitled to a maximum of five consecutive days. Immediate family means spouse, child (including step or adopted), mother, father, mother in law, father in law, brother (including step or half), sister (including step or half), grandmother or grandfather, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. In the event of the death of a domestic partner the employee shall be granted three (3) consecutive days of leave including regularly-scheduled days off immediately following the death provided that the employee has registered the name of the employee's domestic partner with the Department of Human Resources. Domestic partners are defined as two persons, regardless of their gender, who have a close personal relationship, sharing the same regular and permanent residence for at least six months, are eighteen years of age or older, not married to anyone, not related by blood closer than would bar marriage in the State of Illinois, and are each other's sole domestic partner, responsible for each other's common welfare and jointly sharing their financial responsibilities. The employee shall provide satisfactory evidence of death, attendance at the funeral, and/or relationship to the deceased, if so requested by the District.

Section 21.5. *Personal Leave.* Employees shall earn four (4) workdays per year of personal leave with full pay. Personal leave in excess of four (4) days shall be added to the employee's sick leave. Employees on any form of unpaid leave of absence shall not earn personal leave. Employees shall earn one workday of personal leave at the commencement of every quarter.

Personal leave may be taken only upon approval in advance by the Department or Division Head. Personal leave may be taken in increments of not less than one-half workday after the employee has been employed by the District for six (6) months. Employees shall request personal leave as far in advance as is reasonably possible. Such requests shall not be arbitrarily denied. Requests for personal leave may be denied by the Department or Division Head if such absence would adversely affect and interfere with the orderly performance and continuity of District services. In the case of an emergency, as determined by the General Superintendent, the District may cancel and reschedule any or all approved personal leaves in advance or in the course of their being taken.

Section 21.6. *Temporary Disability and Maternity Leave.* The Department or Division Head may grant temporary disability leave without pay to an employee who is unable to perform a substantial portion of his regularly assigned duties due to a temporary physical or mental disability or due to pregnancy. An employee desiring to take temporary disability leave shall report the disability as soon as the disability is known. An employee desiring to take maternity leave shall notify the responsible Department or Division Head four (4) months prior to the commencementtime of the proposed leave. They thereafter shall furnish to the employee's Department or Division Head written application for leave together with a written verification by a person licensed under the "Illinois Medical Practices Act" or under similar law of Illinois or of other states or countries or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means. Such verification shall show the diagnosis, prognosis and expected duration of the requested disability or maternity leave. Such verification shall be resubmitted no less often than forty-five (45) days during the period of disability or maternity leave. The District may require, at its discretion that an employee take a physical examination at any time during the period when an employee is on disability or maternity leave or in connection with an employee's request to return to work after said leave. Failure of an employee to provide such verification or submit to a physical examination shall on due notice cause termination of such leave. After considering the circumstances, including the need of the District to have a person actively working in the employee's job and recommendations, if any, of the Director of Human Resources, the Department or Division Head or General Superintendent may, in their discretion, grant that requested leave and shall specify the terms and conditions of the leave in writing to the employee. Any temporary disability or maternity leave shall not exceed one year (or any extension as provided below) and shall terminate on the happening of one of the following events, whichever occurs first:

- (i) said employee is no longer temporarily disabled (from performing their regularly assigned duties, or;
- (ii) said employee is found by the District's physician in consultation with the employee's physician or by an appropriate administrative tribunal or court to be permanently disabled and thereby permanently unable to perform a substantial or significant portion of their regularly assigned duties, or;

- (iii) Said employee fails to return from leave at the conclusion of the leave or any extension thereof. If any employee fails to return from leave after termination of the leave, the employee may be subject to disciplinary action, including discharge. The District shall notify employees of the expiration of their leave by mailing a notification to the employee's house by registered mail or certified mail, return receipt requested, to the mailing address provided by the employee. Such notice shall be mailed no later than forty five (45) days prior to the date the leave expires. It is the obligation and responsibility of the employee to provide the District with their latest mailing address. Upon the employee's written application for a leave extension submitted no later than thirty (30) calendar days prior to the termination of the leave, and upon the employee's submission of any verification required by the District to substantiate the reason for a leave extension, the District, in its discretion, may extend the termination date of an employee's leave by up to six months. An employee is entitled to request only one extension. If an employee continues to be disabled after the expiration of one (1) year, or any extension thereof, and the employee is entitled to receive disability benefits from the Park Employees' Annuity and Benefit Fund related to that disability, such employee shall be placed on inactive employee's status until such time as he is no longer eligible for benefits. Employees placed on inactive status shall have no rights as employees, but only have the right to receive pension benefits as determined by the Park Employees' Annuity and Benefit Fund Board.

Section 21.7. *Employees on Any Form of Unpaid Leave as of the Effective Date of this Agreement* If any employee covered by this section has heretofore been on an unpaid leave of absence that has lasted longer than is permitted under the terms of this Section, said leave of absence shall be terminated fourteen (14) days after the effective date hereof. The General Superintendent shall cause each such employee to be notified of the provisions of this Section and of termination of his leave. The District shall be deemed to have fulfilled its obligation by mailing the notification by registered mail or certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the District with their latest mailing address.

Section 21.8. *Effect of Miscellaneous Leave Upon Seniority.* The period of leave of absence granted under Sections 21.1 and 21.6, of this Article shall not be considered as time worked or as service with the District within the meaning of any other provisions of this Agreement, except as specifically set forth in those Sections.

Section 21.9. *FMLA Leave.* Bargaining unit employees who have been employed a minimum of twelve (12) months and who have worked 1,250 hours in the preceding (12) months shall be entitled to up to 12 weeks unpaid leave within a twelve (12) month period for any of the following reasons: (i) for the birth of an employee's child and to care for such child; (ii) for the placement of a child with the employee for adoption or foster care; (iii) to care for the employee's spouse, child or parent with serious health condition ; or (iv) due to a serious health condition affecting the employee. All such leaves are subject to the provisions of the Family and Medical Leave Act and the regulations thereunder, as well as the policies of the District in effect as of the date of this Agreement. During any leave taken pursuant to this provision, the employee's health care coverage shall be maintained as if the employee were working and seniority shall accrue.

Section 21.10. *School Conference and Activity Leave.* Bargaining unit employees who have been employed a minimum of six (6) consecutive months and who work at least one-half the full-time equivalent position in the employee's job classification shall be entitled to school conference and activity leave subject to the provisions of the School Visitation Rights Act (820 ILCS 14711 et seq.). The Act provides that an employer must grant an employee leave of up to a total of 8 hours during any school year, and no more than 4 hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child if the conference or classroom activities cannot be scheduled during non-work hours; however, no leave may be taken by an employee unless the employee has exhausted all accrued vacation leave, personal leave, compensatory leave and any other leave that may be granted to the employee except sick leave and disability leave. Before arranging attendance at the conference or activity, the employee shall provide the employer with a written request for leave at least 7 days in advance of the time the employee is required to utilize the visitation right. In emergency situations, no more than 24 hours notice shall be required. The employee must consult with the employer to schedule the leave so as not to disrupt unduly the operations of the employer.

ARTICLE XXII Wages

Section 22.1. *Wage Increases.*

Effective January 1, 2019:

Monthly Employees*	3.00%
Hourly Recreation and Special Recreation Leaders	\$15.00/hr.
Hourly Attendants	8.00%
Hourly Instructors	6.00%
Seasonal Employees	-----
Other Hourly Employees	2.00%

Effective January 1, 2020:

Monthly Employees*	2.75%
Hourly Attendants	6.00%
Hourly Instructors	5.00%
Seasonal Employees	4.00%
Other Hourlies **	2.00%

Effective January 1, 2021:

Monthly Employees	2.75%
Hourly Attendants	6.00%
Hourly Instructors	4.00%
Seasonal Employees	2.00%
Other Hourly Employees**	2.00%

Effective January 1, 2022:

Monthly Employees*	2.75%
Hourly Attendants	6.00%
Hourly Instructors	4.00%
Seasonal Employees	2.00%
Other Hourly Employees**	2.00%

Effective January 1, 2023:

Monthly Employees	3.00%
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All Other Employees

2.00%

*Wage Increases for Hourly Gymnastics Instructors are included under “Monthly Employees”

**Wage Increases for Hourly Recreation and Special Recreation Leaders, beginning in 2020, are included under “Other Hourly Employees”

Section 22.2. *Longevity Pay.* All employees who occupy positions in titles under the Union’s jurisdiction who have completed fifteen (15) years of service shall receive an additional \$12.50 per pay period based on twenty-six (26) pay periods to their annual salaries. Thereafter, employees who completed fifteen (15) years of service shall receive the \$12.50 per pay period salary adjustment effective on their employment anniversary date. Effective January 1, 2003 eligible employees who have completed fifteen (15) years of service or more shall receive \$15.00 per a pay period. Effective January 1, 2006 eligible employees who have completed fifteen (15) years of service or more shall receive \$16.00 per a pay period. Effective January 1, 2003 eligible employees who have completed twenty-five (25) years of service or more shall receive an additional \$2. 50 per pay period (for a total of \$17. 50 per a pay period). Effective January 1, 2006 eligible employees who have completed twenty-five years of service or more shall receive an additional \$3.00 per a pay period (for a total of \$20. 50 pay period). Effective January 1, 2019, eligible employees who have completed fifteen (15) years of service or more shall receive \$16.00 per pay period; effective January 1, 2020, this amount shall be increased to \$18.00 per pay period; effective January 1, 2021, this amount shall be increased to \$20.00 per pay period; effective January 1, 2022, this amount shall be increased to \$22.00 per pay period and effective January 1, 2023, this amount shall be increased to \$24.00 per pay period. Effective January 1, 2019, eligible employees who have completed twenty-five (25) years of service or more shall receive \$20.50 per pay period; effective January 1, 2020, this amount shall be increased to \$22.50 per pay period; effective January 1, 2021, this amount shall be increased to \$24.50 per pay period; effective January 1, 2022, this amount shall be increased to \$26.50 per pay period, and effective January 1, 2023, this amount shall be increased to \$28.50 per pay period.

Section 22.3. *Wage Adjustments.*

- (a) Effective January 1, 2003, the parties agree to add Heavy Equipment Premium at \$2.00 per hour. Heavy equipment in this bargaining unit means

rototilling, delivery and removal of fiber with designated motorized equipment, snowplowing, and operating a farm tractor, wide area mower, bobcat with skid steer, or its substantial equivalent, and pesticide applicators and operators. The parties agree to review the list of heavy equipment semi-annually for the purpose of determining whether the list needs to be modified.

(b) Heavy Equipment training shall be conducted twice a year; once at the beginning of the spring and summer seasons and once at the beginning of the fall and winter seasons. Attendance at these trainings shall be voluntary for all landscape employees (monthly, hourly, junior and seasonal); however, employees who volunteer for training may be assigned to operate any type of equipment on which they have been trained. The District shall maintain a list of all employees who receive training and the type of equipment on which they are trained. All landscape employees, except Junior Laborers, must maintain a valid driver's license. In the event an employee who is required to maintain a valid driver's license has their license suspended, the employee will be allowed to continue to perform their regular job duties, except those which require maintaining a valid driver's license, for a reasonable period of time, which shall not exceed three (3) months. The employee shall take the necessary steps to have their license reinstated or obtain the necessary permit to enable the employee to operate a motor vehicle while at work. This provision shall not be construed in such a way as to interfere with employees' rights under the Americans with Disabilities Act.

ARTICLE XXIII

Pensions

During the term of this Agreement, employees shall continue to participate in the Park Employees Annuity and Benefit Fund in accordance with and subject to the provisions of the statutes of the State of Illinois now applicable or as they may be amended.

ARTICLE XXIV

Hospitalization Insurance

Section 24.1. Basic Benefit. The District will continue to provide health benefits as set forth in Appendix B for employees covered by this Agreement, and

will consider providing additional plans offering dental and vision insurance for employees (and their immediate families) covered by this Agreement. Such plans may be submitted by the Union prior to or during the open period and will be discussed by the parties at such time.

On June 1, 2011, the Illinois Religious Freedom Protection and Civil Union Act ("Civil Union Act") went into effect. (750 ILCS 75/20). The Civil Union Act requires that civil union partners be provided the same health benefits that are provided to spouses of employees.

If the Civil Union Act is either (1) repealed without replacement or (2) is amended/replaced in such a way that does not require that domestic partners be provided the same health benefits that are provided to spouses of employees, then the District agrees to add domestic partners to the health benefits now in effect for employees in accordance with plan eligibility requirements.

Domestic Partnership is defined as two individuals of the same gender who are in an exclusive, committed long-term relationship of indefinite duration and who meet all of the following criteria:

- Are age 18 or over
- Have been co-habiting for at least 12 months
- Are not blood relatives
- Are not married

The District further agrees that any current District employee that (1) has been continuously employed with the District before June 1, 2011 and (2) the employee's partner was eligible for health benefits as a qualified domestic partner prior to June 1, 2011, shall continue to be eligible for the health benefits now in effect for employees in accordance with plan eligibility requirements.

Section 24.2. *Right to Select Carrier.* The benefits provided herein shall be provided through policies issued by an insurance company or insurance companies selected by the District, or through one or more HMO's approved by the District. The District agrees to notify the Union if it intends a change in health care providers, ninety (90) days prior to the intended change. The District further agrees to provide the Union an opportunity to bargain concerning the identity and quality of care of any contemplated insurance carrier before implementation of a change of carrier.

Section 24.3. *Miscellaneous.* The failure of any insurance carrier(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 undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the District, employee or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

Section 24.4. *Employee Contributions.* Employees who receive health benefits under this provision shall be required to make contributions as set forth in Appendix B. The parties agree that the percentage contributions are of employees' base wages.

Section 24.5. *Medical Benefits Coverage.* Any employee who elects to waive coverage under the Districts medical benefits program may not re-enroll in the Districts medical benefit plan unless:

- a. The employee or their dependents lose eligibility for other medical coverage: as a result of legal separation, divorce, death of a spouse, termination of employment, reduction in work hours, unpaid leave of absence, expiration of COBRA coverage, cessation of employer contributions or a significant increase in cost of other medical coverage, but not the failure of the employee to pay premiums on a timely basis. The employee must enroll in the Districts medical benefits plan within thirty (30) days after their other medical benefits coverage ends; or
- b. The employee has a new dependent as a result of marriage, birth, adoption or placement for adoption or placement for adoption and the employee requests enrollment into the Districts medical benefits plan in writing satisfactory to the Districts within thirty (30) days after the marriage, birth, adoption or placement for adoption; or
- c. The employee enrolls during the Districts open enrollment period for medical benefits coverage effective the following January 1.

ARTICLE XXV

Union/District Relationships

Section 25.1. *Copy of Agreement.* The District agrees to allow the Union to provide a copy of this Agreement to each employee whose title appears in the appendix of this Agreement. The District shall have the responsibility for providing copies of the Agreement to its non-bargaining unit employees. The Union shall bear the printing cost for copies to its members and the District shall bear the printing cost for non-bargaining unit employees.

Section 25.2. *Information to the Union.* For employees within the job classifications covered by this Agreement, the District shall furnish the Union via electronic mail, in a usable format, the names of the employees, their job classification and code, work location, employment status (monthly, hourly or seasonal), date of hire, employee identification number, home address, cell and home telephone number (if available), date of birth, membership status, race and sex, previous dues or fair share deduction amount, present dues or fair share deduction amount, and date of adjustment in dues or fair share deduction amount. The District shall furnish the same information for new hires within 30 days of an employee's start date. In addition, the District shall furnish the Union, on a quarterly basis, with a unit activity report of current active bargaining unit members that will list retirements, resignations, discharges, terminations, leaves of absence, suspensions, reinstatements, re-appointments, transfers (change of departments and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Section 25.3. *Response to Information Request.* The District will respond to any reasonable Union information request within three (3) weeks after it is received. The parties agree to work together to resolve any issues related to such information request. If the District anticipates a delay in being able to provide requested information, the District shall communicate with the Union and the parties will work together to mutually agree upon a date by which the information will be provided.

Section 25.4. *E-Mail Policy* Employee use of e-mail shall be consistent with Park District policy. In the event the District decides to change such policy, it will provide the Union with notice and the opportunity to bargain over the impact of such change.

ARTICLE XXVI

Miscellaneous

Section 26.1. *Benefits for Hourly Employees.* (a) All hourly employees covered by this Agreement, after six (6) months of employment with the District, shall receive the following benefits offered to monthly employees: personal leave, funeral leave and court leave, which shall be paid on a pro rata basis. Hourly employees shall earn one (1) day of personal leave and two (2) days of sick leave at the commencement of each quarter, which shall accrue on a pro rata basis. At the end of each fiscal year, unused personal leave shall accrue as sick leave on a pro rata basis.

For seasonal employees covered by this Agreement, beginning at the commencement of their third season in three consecutive years of employment with the District who are hired to work more than eight (8) weeks in a season shall earn the same paid time off benefits in the same manner as a year round hourly employee.

All hourly employees who are currently enrolled in the District's healthcare plan will be grandfathered in and continue to be offered single coverage. Other hourly employees who become eligible under the current language in the CBA prior to 1/1/18 and enroll in the District's healthcare plan will also be grandfathered in and continue to be offered single coverage. Hourly employees shall be entitled to purchase hospitalized insurance at a reduced, group rate. All associated cost with said insurances shall be the responsibility of hourly employees who choose to participate. Information on the benefits, cost and coverage of this insurance will be made available when new employees are hired. Current employees can request and will receive said information from the Human Resources Manager in their area. There will be no new hourly health care enrollees after 1/1/18. Employee contributions for health benefits shall be as set forth in Appendix B. The parties agree that the percentage contributions are of employees' base wages.

Section 26.2. *Policy Changes.* During the term of this Agreement, the District agrees to notify the Union when or if it contemplates a policy change which will affect the wages, hours or terms and conditions of employment of employees working under this Agreement. The District further agrees to notify the Union in writing within ten (10) working days if it intends to implement such a change.

Section 26.3. *Uniforms.* The District shall furnish uniforms, free of charge, to all employees covered by this Agreement who, as a condition of employment, are required to wear a uniform. Matters regarding the adequacy of uniforms and the application of the District's Dress Code shall be referred to the TQLMC.

Section 26.4. *Use of Private Automobile.* The District shall not require employees covered by this Agreement to use their private automobile to transport children or equipment, except for hand tools and litter bags, unless they are covered by liability insurance purchased and paid for by the District, or the District has secured a legally enforceable document guaranteeing the employee(s) indemnification from legal responsibility and all costs incurred as a result of defending any lawsuit brought against the employees for actions arising as a result of the use of the employee's private automobile on District business. Any employee use of a private automobile eligible for reimbursement under this Section shall be reimbursed at the IRS rate.

Section 26.5. *Personnel Files.* All bargaining unit employees shall have the right, upon advance written notice of not less than two (2) business days, to review and receive a copy of any and all material contained in their personnel and/or disciplinary file. Said employee may also designate his Union representative to make the review and/or have their representative present during the review. If the Department of Personnel cannot accommodate such a request, another date for the review shall be mutually agreed upon by the parties, but will not exceed five (5) business days.

Section 26.6. *Department of Workforce Development.* The Department of Workforce Development focuses on employee training, evaluation, policy recommendation, and accreditation. Workforce Development will be responsible for training oversight, scheduling, tracking, evaluation, and follow-up. All employees who are required by the District to attend specific Workforce Development trainings shall be paid for the time spent in such training.

Section 26.7. *Orientation/Training.* Beginning in 2010, the District shall provide new employee orientation at least two (2) times per year. The purpose of orientation is to provide general information on job training, safety training and major policies with the new employees. The Union shall be provided written notice of the date, time and location of the orientation at least ten (10) days in

advance. The Union shall be given the opportunity to conduct Union orientation with Union Representatives only, for a period no longer than one half (1/2) hour, at such orientations. The Union shall be afforded one-half (1/2) hour to meet with the members after the completion of any full day or longer District-presented Annual Professional Development Conference. The District and Union orientation shall be on paid time. The parties acknowledge that, as appropriate, the District may provide more specific training related to employees' jobs and/or safety issues throughout the year. The parties acknowledge that any Union Presence at any District-run orientation or conference is subject to the Union's respectful conduct at the aforementioned event. The schedule of any and all trainings may be accessed on the CPD Success Center at any time.

Section 26.8. *Cash Handling.* The District shall designate specific employees who will fulfill money handling duties at the Parks. No employee shall be designated to fulfill money handling duties unless they have received training regarding the District's cash handling policies and procedures. In the event an employee objects to being designated to fulfill money handling duties because they believe they are not capable of performing money handling duties, the District shall, upon request, meet with the Union and the employee to determine whether the employee can perform the duties with or without additional training. If an employee requests re-training, the request shall not be unreasonably denied and shall not prejudice the employee.

ARTICLE XXVII

Savings Clause

If any provisions of this Agreement, or the application of such provisions should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, or by reason of this requiring any steps or actions or results which will in any way conflict with any of the terms of the decision in Michael L. Shakman vs. The Democratic Organization of Cook County, No. 69, C 2145, or the District's subsequent adopted employment plan, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated provision(s).

ARTICLE XXVIII

Entire Agreement

This Agreement constitutes the complete and entire Agreement between the parties and concludes Collective Bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement. The parties acknowledge that for the life of this Agreement, each has voluntarily and unqualifiedly waived the right and has agreed that the other party shall not be obligated to bargain collectively with respect to any matter covered by this Agreement and not requiring such bargaining nor shall either be obligated to bargain collectively with respect to any matter not the subject of any provision of this Agreement except as may otherwise be required by law. Whether or not a subject was within the knowledge or contemplation of either party at the time of negotiation or execution of this Agreement shall not affect this understanding.

ARTICLE XXIX

Termination

Section 29.1 Termination. This Agreement shall be effective the 1st day of January, 2019, and shall remain in full force and effect until 11:59 p.m., on the 30th day of June, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than sixty (60) days prior to the expiration date of this Agreement that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than fifty (50) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations until the stated expiration date of this Agreement.

Section 29.2 Health Plan Reopener. Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article XXIV and Appendix B for the following reasons: Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement and directly affects benefits/coverage of District employees and dependents; The lack of achievement of health care cost containment as anticipated by the parties pursuant to the

establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:

- (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2010 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2009 and in each previous fiscal year thereafter, respectively.
- (b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the projected cost increase from exceeding 8% as measured in subsection (a) above.
- (c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:
 - Health Plan set forth in Article XXVI and Appendix B;
 - Structure of the LMCC;
 - Composition of the LMCC;
 - Funding of the LMCC.

If any one of the foregoing events or conditions occurs, either party this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article XXVI and Appendix B. Should

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APPENDIX A
SEIU LOCAL 73 BARGAINING UNIT TITLES CONTRACT WAGE RATES

POSITION DESCRIPTION	2018	2019	2020	2021	2022	2023
Accounting Cashier	\$55,685.66	\$57,356.23	\$58,933.53	\$60,554.20	\$62,219.44	\$64,086.02
Accounting Cashier (H)	\$16.22	\$16.54	\$16.88	\$17.21	\$17.56	\$17.91
Accounts Payable Accountant	\$44,928.00	\$46,275.84	\$47,548.43	\$48,856.01	\$50,199.55	\$51,705.53
Accounts Payable Supervisor	\$51,840.00	\$53,395.20	\$54,863.57	\$56,372.32	\$57,922.55	\$59,660.23
Activities Instructor (H)	\$18.43	\$19.54	\$20.51	\$21.33	\$22.18	\$22.63
Activities Instructor (M)	\$52,226.67	\$53,793.47	\$55,272.79	\$56,792.79	\$58,354.59	\$60,105.23
Activities Instructor (S)	\$17.80	\$17.80	\$18.51	\$18.88	\$19.26	\$19.64
Activities Instructor I	\$15.73	\$16.67	\$17.51	\$18.21	\$18.94	\$19.31
Activities Instructor II	\$18.85	\$19.98	\$20.98	\$21.82	\$22.69	\$23.15
Activities Instructor III	\$23.47	\$24.88	\$26.12	\$27.17	\$28.25	\$28.82
Administrative Secretary I	\$42,946.35	\$44,234.74	\$45,451.20	\$46,701.10	\$47,985.38	\$49,424.95
Administrative Secretary I (H)	\$20.65	\$21.06	\$21.48	\$21.91	\$22.35	\$22.80
Administrative Secretary II	\$47,864.96	\$49,300.91	\$50,656.68	\$52,049.74	\$53,481.11	\$55,085.54
Administrative Secretary II (H)	\$23.01	\$23.47	\$23.94	\$24.42	\$24.91	\$25.40
Administrative Secretary III	\$53,089.98	\$54,682.68	\$56,186.45	\$57,731.58	\$59,319.20	\$61,098.77
Administrative Secretary III (H)	\$25.53	\$26.04	\$26.56	\$27.09	\$27.63	\$28.19
Aquatic Coach	\$18.85	\$19.23	\$19.61	\$20.00	\$20.40	\$20.81
Aquatic Training Specialist	\$59,602.64	\$61,390.72	\$63,078.96	\$64,813.64	\$66,596.01	\$68,593.89
Artcraft Instructor (H)	\$18.43	\$19.54	\$20.51	\$21.33	\$22.18	\$22.63
Artcraft Instructor (M)	\$52,226.67	\$53,793.47	\$55,272.79	\$56,792.79	\$58,354.59	\$60,105.23
Assistant Storekeeper	\$48,798.36	\$50,262.31	\$51,644.52	\$53,064.75	\$54,524.03	\$56,159.75
Attendant (H)	\$14.92	\$16.11	\$17.08	\$18.10	\$19.19	\$19.57
Attendant (M)	\$41,597.64	\$42,845.57	\$44,023.82	\$45,234.48	\$46,478.43	\$47,872.78
Attendant (S)	\$14.40	\$14.40	\$14.98	\$15.28	\$15.59	\$15.90

POSITION DESCRIPTION	2018	2019	2020	2021	2022	2023
Ballfield Maintenance Laborer (S)	\$9.83	\$9.83	\$10.22	\$10.43	\$10.64	\$10.85
Camp Coordinator (S)	\$23.57	\$23.57	\$24.51	\$25.00	\$25.50	\$26.01
Camp Counselor (S)	\$18.85	\$18.85	\$19.60	\$19.99	\$20.39	\$20.80
Cashier	\$67,011.36	\$69,021.70	\$70,919.80	\$72,870.09	\$74,874.02	\$77,120.24
Choreographer (S)	\$14.89	\$14.89	\$15.49	\$15.80	\$16.11	\$16.43
Claims Adjuster	\$57,736.00	\$59,468.08	\$61,103.45	\$62,783.80	\$64,510.35	\$66,445.66
Coach (S)	\$18.85	\$18.85	\$19.60	\$19.99	\$20.39	\$20.80
Coach (Sailing) (S)	\$18.85	\$18.85	\$19.60	\$19.99	\$20.39	\$20.80
Contract Clerk	\$42,819.87	\$44,104.47	\$45,317.34	\$46,563.57	\$47,844.06	\$49,279.39
Costume Assistant (H)	\$18.29	\$18.66	\$19.03	\$19.41	\$19.80	\$20.19
Costume Coordinator	\$47,019.40	\$48,429.98	\$49,761.81	\$51,130.26	\$52,536.34	\$54,112.43
Crafts Instructor (H)	\$18.43	\$19.54	\$20.51	\$21.33	\$22.18	\$22.63
Crafts Instructor (M)	\$52,226.67	\$53,793.47	\$55,272.79	\$56,792.79	\$58,354.59	\$60,105.23
Customer Service Aide	\$9.55	\$9.74	\$9.94	\$10.13	\$10.34	\$10.54
Drama Instructor - Dir (S)	\$17.80	\$17.80	\$18.51	\$18.88	\$19.26	\$19.65
Drama Instructor (H)	\$18.43	\$19.54	\$20.51	\$21.33	\$22.18	\$22.63
Drama Instructor (M)	\$52,226.68	\$53,793.48	\$55,272.80	\$56,792.80	\$58,354.61	\$60,105.24
Drama Instructor (S)	\$17.80	\$17.80	\$18.51	\$18.88	\$19.26	\$19.65
Field Cashier (M)	\$42,175.55	\$43,440.82	\$44,635.44	\$45,862.91	\$47,124.14	\$48,537.87
Floor Crew Foreman	\$49,481.76	\$50,966.21	\$52,367.78	\$53,807.90	\$55,287.61	\$56,946.24
Floor Crew Worker (H)	\$22.86	\$23.32	\$23.78	\$24.26	\$24.74	\$25.24
Floor Crew Worker (M)	\$46,015.45	\$47,395.91	\$48,699.30	\$50,038.53	\$51,414.59	\$52,957.03
Food Monitor (H)	\$17.29	\$17.64	\$17.99	\$18.35	\$18.72	\$19.09
General Ledger Accountant	\$48,145.37	\$49,589.73	\$50,953.45	\$52,354.67	\$53,794.42	\$55,408.25
General Ledger Supervisor	\$55,552.32	\$57,218.89	\$58,792.41	\$60,409.20	\$62,070.45	\$63,932.57
Gymnastics Instructor	\$52,226.68	\$53,793.48	\$55,272.80	\$56,792.80	\$58,354.61	\$60,105.24
Gymnastics Instructor (H)	\$25.12	\$25.87	\$26.59	\$27.32	\$28.07	\$28.91

POSITION DESCRIPTION	2018	2019	2020	2021	2022	2023
Gymnastics Supervisor	\$57,957.09	\$59,695.80	\$61,337.44	\$63,024.22	\$64,757.38	\$66,700.10
Head Attendant	\$44,686.37	\$46,026.96	\$47,292.70	\$48,593.25	\$49,929.57	\$51,427.45
Health Benefits Administrator	\$57,032.84	\$58,743.83	\$60,359.28	\$62,019.16	\$63,724.69	\$65,636.43
Inclusion Aide	\$18.85	\$19.23	\$19.61	\$20.00	\$20.40	\$20.81
Junior Laborer (Day camp)	\$12.17	\$12.17	\$12.66	\$12.91	\$13.17	\$13.43
Junior Laborer (S)	\$12.17	\$12.17	\$12.66	\$12.91	\$13.17	\$13.43
Lab Sample Collector (S)	\$13.51	\$13.51	\$14.05	\$14.33	\$14.62	\$14.91
Lab Tech, Class I (S)	\$13.78	\$13.78	\$14.33	\$14.62	\$14.91	\$15.21
Lab Tech, Class II (S)	\$15.45	\$15.45	\$16.07	\$16.39	\$16.72	\$17.05
Lab Tech, Class III (S)	\$18.14	\$18.14	\$18.87	\$19.24	\$19.63	\$20.02
Labor Foreman	\$56,010.02	\$60,690.32	\$62,359.30	\$64,074.18	\$65,836.22	\$67,811.31
Labor Foreman (S)	\$51,244.74	\$52,782.08	\$54,233.59	\$55,725.01	\$57,257.45	\$58,975.17
Laborer (Maintenance)	\$42,323.88	\$43,593.60	\$44,792.42	\$46,024.21	\$47,289.88	\$48,708.57
Laborer (S)	\$19.76	\$19.76	\$20.55	\$20.96	\$21.38	\$21.81
Life Guard (H)	\$15.19	\$15.49	\$15.80	\$16.12	\$16.44	\$16.77
Life Guard (M)	\$34,835.04	\$35,880.09	\$36,866.79	\$37,880.63	\$38,922.35	\$40,090.02
Life Guard (S)	\$14.67	\$14.67	\$15.26	\$15.57	\$15.88	\$16.19
Life Guard Captain (H)	\$18.08	\$18.44	\$18.81	\$19.19	\$19.57	\$19.96
Life Guard Captain (M)	\$37,598.44	\$38,726.39	\$39,791.37	\$40,885.63	\$42,009.99	\$43,270.29
Locksmith	\$58,514.98	\$60,270.43	\$61,927.87	\$63,630.88	\$65,380.73	\$67,342.15
Maintenance Foreman	\$67,133.35	\$68,476.02	\$70,359.11	\$71,766.29	\$73,201.62	\$74,665.65
Music Audio Technician (S)	\$12.24	\$12.24	\$12.73	\$12.98	\$13.24	\$13.51
Music Director	\$76,469.37	\$78,763.45	\$80,929.45	\$83,155.01	\$85,441.77	\$88,005.02
Music Instructor (H)	\$18.43	\$19.54	\$20.51	\$21.33	\$22.18	\$22.63
Music Instructor (M)	\$52,226.68	\$53,793.48	\$55,272.80	\$56,792.80	\$58,354.61	\$60,105.24
Natatorium Instructor (H)	\$18.43	\$19.54	\$20.51	\$21.33	\$22.18	\$22.63

POSITION DESCRIPTION	2018	2019	2020	2021	2022	2023
Natatorium Instructor (M)	\$58,207.69	\$59,953.92	\$61,602.65	\$63,296.73	\$65,037.39	\$66,988.51
Office Automation Coordinator	\$58,685.46	\$60,446.02	\$62,108.29	\$63,816.27	\$65,571.21	\$67,538.35
Office Automation Technician	\$51,108.05	\$52,641.29	\$54,088.93	\$55,576.37	\$57,104.72	\$58,817.86
Park Supervisor of Recreation	\$65,636.44	\$67,605.53	\$69,464.69	\$71,374.96	\$73,337.78	\$75,537.91
Payroll Accountant	\$48,145.37	\$49,589.73	\$50,953.45	\$52,354.67	\$53,794.42	\$55,408.25
Pedestrian Monitor (H)	\$15.98	\$16.30	\$16.63	\$16.96	\$17.30	\$17.64
Physical Instructor (H)	\$18.43	\$19.54	\$20.51	\$21.33	\$22.18	\$22.63
Physical Instructor (M)	\$52,226.68	\$53,793.48	\$55,272.80	\$56,792.80	\$58,354.61	\$60,105.24
Physical Instructor (PGD)	\$54,826.43	\$56,471.22	\$58,024.18	\$59,619.85	\$61,259.39	\$63,097.17
Pianist	\$15.20	\$15.50	\$15.81	\$16.13	\$16.45	\$16.78
Playground Supervisor	\$58,663.49	\$60,423.39	\$62,085.04	\$63,792.38	\$65,546.67	\$67,513.07
Principal Accountant	\$56,396.87	\$58,088.78	\$59,686.22	\$61,327.59	\$63,014.10	\$64,904.52
Production Director (S)	\$14.89	\$14.89	\$15.49	\$15.80	\$16.11	\$16.43
Program Coordinator - Sailing	\$53,982.74	\$55,602.22	\$57,131.28	\$58,702.39	\$60,316.71	\$62,126.21
Program Coordinator, CL I	\$56,546.27	\$58,242.66	\$59,844.33	\$61,490.05	\$63,181.03	\$65,076.46
Program Coordinator, CL II	\$56,679.64	\$58,380.03	\$59,985.48	\$61,635.08	\$63,330.05	\$65,229.95
Program Coordinator, CL III	\$61,500.10	\$63,345.10	\$65,087.09	\$66,876.99	\$68,716.11	\$70,777.59
Program Coordinator-Deaf & Hearing Imp	\$55,437.67	\$57,100.80	\$58,671.07	\$60,284.53	\$61,942.35	\$63,800.62
Program Facilitator	\$33,548.56	\$34,555.02	\$35,505.28	\$36,481.67	\$37,484.92	\$38,609.47
Program Facilitator (H)	\$16.73	\$17.06	\$17.40	\$17.75	\$18.10	\$18.47
Program Specialist	\$55,567.42	\$57,234.44	\$58,808.39	\$60,425.62	\$62,087.33	\$63,949.94
Program Specialist (H)	\$26.71	\$27.24	\$27.78	\$28.34	\$28.90	\$29.48
Property Inspector	\$54,996.29	\$56,646.18	\$58,203.95	\$59,804.56	\$61,449.18	\$63,292.66
Property Supervisor	\$78,710.82	\$81,072.14	\$83,301.63	\$85,592.42	\$87,946.22	\$90,584.60

POSITION DESCRIPTION	2018	2019	2020	2021	2022	2023
Purchasing Assistant	\$61,729.71	\$63,581.60	\$65,330.10	\$67,126.67	\$68,972.66	\$71,041.84
Receptionist	\$42,189.78	\$43,455.47	\$44,650.50	\$45,878.39	\$47,140.04	\$48,554.24
Records Coordinator	\$45,383.19	\$46,744.69	\$48,030.16	\$49,350.99	\$50,708.15	\$52,229.39
Recreation Leader	\$13.34	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24
Recreation Leader (Daycamp)	\$12.91	\$12.91	\$13.43	\$13.70	\$13.97	\$14.25
Reservationist	\$43,199.60	\$44,495.59	\$45,719.22	\$46,976.50	\$48,268.35	\$49,716.40
Reservationist (H)	\$20.73	\$21.14	\$21.56	\$21.99	\$22.43	\$22.88
Safety Inspector	\$52,285.52	\$53,854.09	\$55,335.07	\$56,856.79	\$58,420.35	\$60,172.96
Safety Service Man	\$46,241.72	\$47,628.97	\$48,938.77	\$50,284.58	\$51,667.41	\$53,217.43
Sailing Instructor (S)	\$15.19	\$15.19	\$15.80	\$16.12	\$16.44	\$16.77
Secretarial Stenographer	\$39,331.07	\$40,511.00	\$41,625.05	\$42,769.74	\$43,945.91	\$45,264.29
Secretary to Executives	\$46,485.96	\$47,880.54	\$49,197.25	\$50,550.18	\$51,940.31	\$53,498.52
Security Coordinator	\$68,462.54	\$70,516.42	\$72,455.62	\$74,448.15	\$76,495.47	\$78,790.34
Security Guard	\$22.90	\$23.36	\$23.83	\$24.31	\$24.79	\$25.29
Security Guard (Assg as Traffic Coord)	\$29.92	\$30.52	\$31.13	\$31.75	\$32.39	\$33.03
Security Supervisor (H)	\$27.21	\$27.75	\$28.31	\$28.88	\$29.45	\$30.04
Senior Accountant	\$47,574.80	\$49,002.04	\$50,349.60	\$51,734.21	\$53,156.91	\$54,751.61
Senior Life Guard (H)	\$16.88	\$17.22	\$17.56	\$17.91	\$18.27	\$18.64
Senior Life Guard (S)	\$16.30	\$16.30	\$16.95	\$17.29	\$17.63	\$17.99
Senior Sailing Instructor (S)	\$17.76	\$17.76	\$18.47	\$18.84	\$19.22	\$19.60
Shallow Water Attendant (S)	\$11.35	\$11.35	\$11.80	\$12.04	\$12.28	\$12.52
Skate Guard (H)	\$12.95	\$13.21	\$13.47	\$13.74	\$14.02	\$14.30
Special Facility Coordinator	\$56,383.59	\$58,075.10	\$59,672.17	\$61,313.15	\$62,999.26	\$64,889.24
Special Laborer (Maintenance) (H)	\$20.44	\$20.85	\$21.27	\$21.69	\$22.12	\$22.57
Special Laborer (Maintenance) (M)	\$42,530.68	\$43,806.60	\$45,011.28	\$46,249.09	\$47,520.94	\$48,946.57

POSITION DESCRIPTION	2018	2019	2020	2021	2022	2023
Special Recreation Coordinator	\$56,679.64	\$58,380.03	\$59,985.48	\$61,635.08	\$63,330.05	\$65,229.95
Special Recreation Instructor (H)	\$18.43	\$19.54	\$20.51	\$21.33	\$22.18	\$22.63
Special Recreation Instructor (M)	\$52,226.68	\$53,793.48	\$55,272.80	\$56,792.80	\$58,354.61	\$60,105.24
Special Recreation Leader	\$13.34	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24
Special Recreation Leader (Day Camp) (S)	\$12.91	\$12.91	\$13.43	\$13.69	\$13.97	\$14.25
Staff Assistant to Director	\$49,748.97	\$51,241.44	\$52,650.58	\$54,098.47	\$55,586.18	\$57,253.76
Storekeeper, Class I	\$64,144.02	\$66,068.34	\$67,885.22	\$69,752.06	\$71,670.25	\$73,820.35
Stores & Mail Supervisor	\$64,144.02	\$66,068.34	\$67,885.22	\$69,752.06	\$71,670.25	\$73,820.35
Supply Tech, Class I	\$46,485.96	\$47,880.54	\$49,197.25	\$50,550.18	\$51,940.31	\$53,498.52
Supply Tech, Class II	\$54,996.85	\$56,646.76	\$58,204.54	\$59,805.17	\$61,449.81	\$63,293.30
Telecommunications Coordinator	\$54,450.66	\$56,084.18	\$57,626.49	\$59,211.22	\$60,839.53	\$62,664.72
Telephone Operator	\$38,775.65	\$39,938.92	\$41,037.24	\$42,165.76	\$43,325.32	\$44,625.08
Traffic Control Aide (H)	\$22.66	\$23.11	\$23.58	\$24.05	\$24.53	\$25.02
Upholsterer (H)	\$25.25	\$25.76	\$26.27	\$26.80	\$27.33	\$27.88
Upholsterer (M)	\$50,515.51	\$52,030.98	\$53,461.83	\$54,932.03	\$56,442.66	\$58,135.94
Vermin Exterminator	\$45,041.96	\$46,393.22	\$47,669.03	\$48,979.93	\$50,326.88	\$51,836.69
Vermin Exterminator (S)	\$20.88	\$20.88	\$21.72	\$22.15	\$22.59	\$23.04

APPENDIX B CHICAGO PARK DISTRICT- HEALTH INSURANCE

			CONTRIBUTIONS*
HEALTH INSURANCE CONTRIBUTIONS			Employee: 1.75% (HMO & PPO)** Employee+1: 2.25% (HMO & PPO) Family: 2.75% (HMO & PPO)

Health Insurance Contributions shall be as follows (applicable to HMO and PPO):

	<u>Single</u>	<u>Employee + 1</u>	<u>Family</u>
January 1, 2020	2.25%	2.75%	3.25%
January 1, 2021	2.75%	3.25%	3.75%
January 1, 2022	3.25%	3.75%	4.25%

****THE EMPLOYEE CONTRIBUTIONS ARE A PERCENTAGE OF BASE PAY.**

***** IF THE PERCENTAGE OF BASE PAY FOR THE HEALTH INSURANCE CONTRIBUTION CALCULATES TO LESS THAN \$10.00 IN ANY PAY PERIOD, THE DEDUCTION SHALL BE \$10.00.**

As mutually agreed upon by the District and the Union new chart of plan options and premiums will be available after January 1, 2017).

Except for the employee health care contributions as provided above, the Park District agrees not to increase the existing provisions set forth in Appendix B with respect to employee co-pays, deductibles, out of pocket limits, co-insurance rates, etc., except pursuant to the reopener provision set forth below in the event increases in health care costs exceed 8%, beginning in April of 2023.

Effective April 1, 2023, and each April 1 thereafter (subject to the pension guarantee below), the employee contribution rates set forth above shall be superseded by the employee paying 15% of actual health care costs (medical claims, administrative costs (including stop loss insurance less recoveries) and pharmacy costs including pharmacy administrative fees less employee co-pays and deductibles) incurred in the prior calendar year. The District shall be responsible for the remaining 85% of actual health care costs, as follows:

The District will determine a rate as a percentage of salary for Employee Only, Employee + 1 and Family based on the actual cost of each plan for the previous twelve (12) months. The employee contribution rates for 2022 shall be in effect until March 31, 2023 with rate adjustments starting on April 1, 2023. Actual cost represents medical claims, administrative costs (including stop loss insurance less recoveries) and pharmacy costs including pharmacy administrative fees incurred for the prior year less employee copays and deductibles. For determining the employee rate, participation for the prior year will be averaged for Employee Only as one participant, Employee + 1 as two participants, and Family by the number of lives divided by employees who have Family coverage. An illustrative example follows:

Example of 85%/15% Split Calculation:

Healthcare costs for 2020 net of stop loss recoveries, copays and deductibles	\$ 8,000,000
Prescription Drug costs net of copays and deductibles	\$ 2,000,000
Therefore, the Cost =	\$10,000,000

The average number of employees during 2022 in the plan were as follows:

Employee Only: 150 (total of 150 participants)	150
Employee + 1: 180 (total of 360 participants)	360
Family: 320 (with spouses and children included) an additional 800 participants (total of 1,120 participants)	<u>1,120</u>
Total Participants	1,630
15% of Cost:	\$1,500,000

Rates for 2023 starting on April 1st will then be converted to a percentage of salary for the type of insurance as follows: Employee Only, Employee + 1, and Family

The annual employee health care contribution increases, if any, will be capped at no more than eight percent (8.00%) from the previous year. Any increase in health care costs in excess of 8.00% shall be borne solely by the District.

Effective April 1, 2023, notwithstanding anything to the contrary in Section 24.1, if there is an increase in costs in excess of 8.00%, the District may reopen negotiations on the following topics: co-pays, deductibles and out-of-pocket

maximums, in order to reduce overall costs of providing health care for the following plan year.

Effective January 1, 2023, and thereafter, any savings to the District generated by implementation of the employee's payment of a percentage of premium versus payment of an employee's percentage of salary shall be deposited into the Pension Fund in the following fiscal year. To determine the District's cost savings, there shall be a comparison between the employee cost if the salary percentages paid in 2022 had continued, and the employee costs of paying a percentage of premium currently being paid. If at any time the District attempts to be relieved of this obligation, the employee share of premiums shall, upon request, immediately revert to the percentage of salary in place at the beginning of the contract.

MEDICAL PPO

Covered Services			
	In Network-tier 1	In Network- tier 2	Out of Network – tier 3
Deductible			
Individual	\$300	\$350	\$1,500
Family	\$900	\$1,050	\$4,500
Out of Pocket Maximum			
Individual	\$1,000	\$1,500	\$3,500
Family	\$2,000	\$3,000	\$7,000
Preventive Care Visits and Health Screenings	Covered at 100%	Covered at 100%	Not covered
Office visits – non preventive office visits	\$20 primary care \$30 specialist	\$25 primary care \$35 specialist	40% of PPO allowed rate after the deductible plus balance of bill
Annual Deductible must be paid before Plan covers these services:	YOU PAY After Tier 1 deductible	You Pay After Tier 2 deductible	You Pay after Out-of-Network Deductible
Specialized imaging procedures such as CT/CAT scans, MRI and PET			
Provided in a hospital setting	10%	25%	40% PPO allowed rate plus balance
Provided in a free standing imaging center	-0-	-0-	40% PPO allowed rate plus balance
Diagnostic Laboratory			
In a hospital setting	10%	25%	40% PPO allowed rate plus balance
For covered lab tests with the lab savings program	-0-	-0-	40% PPO allowed rate plus balance
Outpatient Services			
	In Network-tier 1	In Network- tier 2	Out of Network – tier 3
Surgical	10%	25%	40% of PPO allowed rate plus balance of bill
Outpatient rehab – physical, occupational or speech therapy– limit 60 visits combined each calendar year	10%	25%	40% of PPO allowed rate plus balance of bill
Emergency Room Treatment	\$150 plus 10% after the deductible has been met. Copay waived if admitted	\$150 plus 10% after the deductible has been met. Copay waived if admitted	\$150 plus 10% of PPO allowed rate after the deductible has been met Copay waived if admitted
Hospital Stay including surgery, anesthesiology, diagnostic testing	10%	25%	40% of PPO allowed rate plus the balance
Mental Health & Substance			
Abuse Inpatient hospitalization	10%	25%	40% of PPO allowed rate plus the balance
Office visits	\$20/\$35	\$25/\$35	40% of PPO allowed rate plus the balance
Alternatives to Hospital Care			
Skilled nursing facility Home health care, hospice care	10%	25%	40% of PPO allowed rate plus the balance
Maternity Services			
Pre and post-natal visits	\$20 first visit only	\$25 first visit only	40% of PPO allowed rate plus the balance
Delivery and Hospital Stay	10%	25%	40% of PPO allowed rate plus the balance
OTHER SERVICES			
Durable Medical Equipment (DME) Oral surgery	10%	25%	40% of PPO allowed rate plus the balance

MEDICAL HMO

If care is approved by your HMO Primary Care Physician (PCP) YOU PAY:	
DOCTORS VISIT	
Primary Care Physician	\$25
Specialist	\$35 (copay when approved by PCP)
Pre-natal visits	\$25 copay first visit
HOSPITAL (all hospital services must be approved by PCP)	
Inpatient Admission	\$200 Copay for Inpatient Admission
Surgery (Inpatient & Outpatient)	\$200 Copay for Inpatient Admission/\$200 Copay for Outpatient Admission
Maternity Delivery Care in The Hospital for Mother and Baby	\$200 Admission Copay
PREVENTATIVE SERVICES	
Routine checkups for adults & children; well-baby care; well-women visits; mammograms; DRE & PSA; colonoscopies; hearing tests	\$0 Copay
EMERGENCY SERVICES	
Emergency Room Treatment	\$150 Copay (Waived if Admitted)
Ambulance – Life Threatening	\$0 Copay
MENTAL HEALTH AND SUBSTANCE ABUSE (Must be Pre-Approved by PCP)	
Outpatient Therapy	\$25 copay
Inpatient Care	\$200 Copay Each Admission
OUTPATIENT REHAB THERAPY (Must be Pre-Approved by PCP)	
Physical, Speech and Occupational Therapy	\$0 Copay; Limit of 60 Visits Combined Each Calendar Year
OTHER SERVICES (Must be Pre-Approved by PCP)	
Skilled Nursing Facility	\$0 Copay; Limited to 120 Days a Year
Durable Medical Equipment Hospice Home Health Care Ambulance Transport between Hospitals	\$0 Copay

PRESCRIPTION DRUG CO-PAYS

Chicago Park District Prescription Drug Deductible	
	Household Deductible
1/1/2020	\$35.00
1/1/2021	\$45.00
1/1/2022	\$55.00

PHARMACY

Prescription Medications	You Pay
Retail: 30 day supply Short term medications (3 fills only)	Generic \$10 copay Formulary Brand* \$30 Non-Preferred Formulary Brand* \$45
Maintenance medications –up to three fills at retail, then mail order is mandatory. Mail order provides up to a 90 day supply	Generic \$25 copay Formulary Brand* \$75 Non-Preferred Brand Formulary *\$112.50
Specialty medications Must be purchased CVS CARMARK Specialty Pharmacy	Generic \$10 copay Formulary Brand* \$30 Non-Preferred Brand Formulary *\$45
*Copay differential	If you choose a brand name when a generic is available, you will pay the generic copay plus the difference in cost between the brand and the generic
Advanced Control Formulary	Your plan has adopted the Advanced Control Formulary effective January 1, 2019.
Deductible	\$35 annual deductible per family, per year (2020)

This benefit plan allows up to three (3) fills at retail which means that a 90 day supply is mandatory on the 4th fill. Any medications for the treatment of conditions that are considered chronic or long term, such as for high blood pressure, heart disease or diabetes are considered maintenance medications. You have a choice to have the 90 days via mail order with delivery to your home or you may obtain 90 days at retail at any CVS pharmacy, including those inside Target stores.

DENTAL

Plan	DPPO		DHMO – HS205
	In network	Out-of-network	In network only
	YOU PAY		
Diagnostic and Preventive Oral exams Cleanings X-rays (limits may apply)	\$0	20% plus balance over usual and customary	\$0
Deductible (Max of 3 per family)	\$50	\$50	No deductible
Simple restorative	20%	40% plus balance over usual and	Co-payments apply
Major restorative	40%	60% plus balance over usual and	Co-payments apply
Orthodontia*	50%	50% plus balance over usual and	Co-payments apply
*In the PPO, the orthodontic benefit is for children 18 years of age or younger. This benefit is limited to a \$1,000 lifetime maximum. In the HMO there is a \$1,900 copayment.			
Maximum dental benefits	\$1,500	\$1,500	No annual maximum

VOLUNTARY VISION

Benefit	Description	Copay	Frequency
Your Coverage with an in-network Provider			
Well Vision Exam	Focuses on your eyes and overall wellness	\$25 for exam and glasses	Every 12 months
Prescription Glasses			
Frame	\$150 allowance for a wide selection of frames \$170 allowance for featured frame brands 20% savings on the amount over your allowance	Combined with exam	Every 24 months
Lenses	Single vision, lined bifocal, and lined trifocal lenses Polycarbonate lenses for dependent children	Combined with exam	Every 12 months
Lens Enhancements	Standard progressive lenses Premium progressive lenses Custom progressive lenses Average savings of 35-40% on other lens enhancements	\$0 \$80 - \$90 \$120 - \$160	Every 12 months
Contacts (instead of glasses)	\$150 allowance for contacts; copay does not apply Contact lens exam (fitting and evaluation)	Up to \$60	Every 12 months
Diabetic Eyecare Plus Program	Services related to diabetic eye disease, glaucoma and age-related macular degeneration (AMD). Retinal screening for eligible members with diabetes. Limitations and coordination with medical coverage may apply. Ask your in-network doctor for details.	\$20	As needed
Extra Savings	Glasses and Sunglasses Extra \$20 to spend on featured frame brands. 30% savings on additional glasses and sunglasses, including lens enhancements, from the same in-network provider on the same day as your WellVision Exam. Or get 20% from any in-network provider within 12 months of your last WellVision Exam.		
	Retinal Screening No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam		
	Laser Vision Correction Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities After surgery, use your frame allowance (if eligible) for sunglasses from any in-network doctor.		
Your Coverage with Out of Network Providers. Visit the website for details, if you plan to see a provider other than an in-network provider			
Exam up to \$50 Single Vision Lenses up to \$50 Lined Trifocal Lenses up to \$100 Contacts up to \$105		Frame up to \$70 Lined Bifocal Lenses up to \$75 Progressive Lenses up to \$75	
VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location.			

APPENDIX C

CHICAGO PARK DISTRICT MEMORANDA OF UNDERSTANDING

MEMORANDA OF AGREEMENT BETWEEN THE CHICAGO PARK DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73 2008-2012 Collective Bargaining Agreement

RE: Workplace Safety

During the negotiations for 2005-2008 Collective Bargaining Agreement, the District acknowledges that Local 73 raised and placed a high priority on the issue of workplace safety at all District facilities (including facilities where one employee may be assigned). The District agrees that the District and Union need to continue their discussions regarding workplace safety outside of the collective bargaining process. Therefore, in accordance with Article 11 and consistent with Section 9.3(a) of the Agreement, the parties agree to convene the TQLMC to explore strategies to enhance workplace safety, including staffing allocations, security measures and communications protocols. The parties agree that such discussions will begin within thirty days of the execution of the 2005-2008 Collective Bargaining Agreement. If the parties have not reached agreement on such strategies within sixty (60) days from the date discussions began, or other mutually agreed period, either party may invoke mediation through the use of the Federal Mediation and Conciliation Service.

RE: Overtime

The District agrees to establish a rotation system based on (time in title) or allocation of overtime involving heavy equipment premium pay under Section 2.3 among those qualified to perform such overtime. In TQLMC, the parties agree to develop a training program for heavy equipment and to continue their discussions regarding a rotation system for heavy equipment. If the parties have not reached agreement on such program within sixty (60) days from the date discussions began, or other mutually agreed period, either party may invoke mediation through the use of the Federal Mediation and Conciliation Service.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CHICAGO PARK DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73**

RE: Credit Checks

All applicants for a position in the Finance department or for a playground or park supervisor position must pass a credit check before obtaining the position.

The District will comply with the Fair Credit Reporting Act and with all applicable state and federal laws in reviewing credit reports. When evaluating a credit history, the District is principally concerned with past due obligations, foreclosures, and active collection proceedings and pending judgments. The amount or number of such delinquent obligations is weighed against the access the employee would have in the new position to cash, check stock, or other liquid assets of the District.

A history of past credit problems (with no current issues) is generally not considered relevant depending upon the amount of time that has passed between the most recent problem and the date of application.

A pattern of bad debt, judgments, foreclosures or bankruptcies over the course of several years is considered when the employee is seeking a position requiring the management of District assets or budgeting, or if the employee would have access to District cash or check stock.

The District is not concerned with the amount of outstanding obligations or debt of any applicant, so long as all obligations are current.

**MEMORANDUM OF AGREEMENT
BETWEEN THE CHICAGO PARK DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73
RE: DISCIPLINE**

I. CORRECTIVE ACTION MEETING

The parties agree that the following replaces the Procedures section of the Chicago Park District Code of Conduct.

The parties agree that employee misconduct or performance issues shall be approached in the following manner: a supervisor of the employee shall respond to the misconduct or poor performance by inquiring into the matter. After the inquiry, a determination shall be made if an oral or written reprimand shall be issued, or if greater disciplinary action is warranted. If an oral or written reprimand is issued, then the appropriate section of the collective bargaining agreement shall govern.

If a suspension or discharge may be warranted and the matter does not involve a civil or criminal case and/or investigation stemming from a civil or criminal case, a Corrective Action Meeting ("CAM") shall be scheduled and take place no later than thirty (30) business days from the date of the alleged employee infraction. However, where auditor or investigator reports are prepared, a CAM shall be scheduled no later than thirty (30) business days from the date such reports are issued. In the event the nature of the allegations requires an investigation that goes beyond thirty (30) business days, the District shall notify the Union and the employee in writing and specify the time frame within which the CAM will take place. In no event shall the CAM take place later than sixty (60) business days from the date of the alleged employee infraction or, where applicable, the date the auditor or investigator report is issued. The District shall notify the Union by fax and the employee verbally and by via certified mail at least five (5) business days in advance of the meeting date. Upon a showing of good cause, the Union or the employee may request an extension of not more than three business (3) days. Extensions shall not be unreasonably denied. In the event an auditor or investigator report is issued and the District determines not to take any disciplinary action, the District will provide written notice to the employee.

The CAM shall be facilitated by the HR manager or their designee from the HR department. The goal of the meeting is for the HR representative to determine if there has been a violation of Chicago Park District policies or procedures. The CAM process shall be as follows: the HR representative gathers the facts regarding

the situation. The employee will be permitted to respond to the allegation(s) of misconduct and/or poor performance.

Following the CAM, the HR representative shall determine if any disciplinary action, including but not limited to a suspension or termination, is appropriate pursuant to the Code of Conduct and the policies and procedures of the Park District. The District shall provide the Union and the employee with a written determination no later than thirty (30) business days after the date on which the most recent CAM took place. In the event the District determines that further investigation and/or deliberation is warranted, the District shall notify the Union and the employee in writing and specify the time frame within which a determination will be issued. If a determination is made that a suspension or termination is warranted, the HR representative shall propose a Pre-Disciplinary Agreement to the Union representative to resolve the matter. If an agreement is reached, the discipline shall be instituted and the matter shall be closed without an opportunity for the employee to appeal the discipline. If an agreement is not reached with the Union, the Chicago Park District shall institute the discipline deemed appropriate and the employee shall maintain their appeal rights. The District shall provide the Union with written notice when discipline is deemed appropriate.

If the parties do not reach agreement or the employee revokes the agreement, discipline shall be promptly imposed on the employee and the matter shall be scheduled for an appeal. The procedures for appeals are outlined in Section 10.3 of the Agreement. The parties shall exchange the documents that they intend to use for the appeal within three business days of the CAM or the decision to revoke the Pre-Disciplinary Agreement. If, after the CAM, any party intends to use any other documents at the appeal, that party shall provide those documents to the other side at least three (3) business days before the appeal hearing.

All hearings regarding appeals from CAM determinations shall take place within six (6) months from the date the employee files a timely appeal. The District shall notify the employee and the Union, in writing, of the appeal hearing at least ten (10) business days or as otherwise agreed by the parties in advance of the hearing date.

II. TABLE OF PENALTIES

The parties agree that the following table replaces Part 2- Table of Penalties of the Guidelines for Discipline of the Chicago Park District Code of Conduct but shall not be applicable to emergency suspensions:

- Group A Termination for first offense, absent mitigating circumstances justifying a less serious penalty.
- Group B 1st offense: 3-5 day suspension; termination may be called in for appropriate cases
2nd offense: 5 day suspension or termination
- Group C 1st offense: oral, written, or 1 - 3 day suspension
2nd offense: 1 - 5 day suspension
3rd offense: 5 day suspension or termination

III. SUSPENSION CONVERSION TABLE

The following is the conversion table for comparing pre-execution suspensions to post-execution suspensions:

Rendered Prior to the Execution of This Agreement	Rendered Subsequent to the Execution of This Agreement
1-5 days	One working day
10 days	Two working days
15 days	Three working days
20 days	Four working days
30 days	Five working days

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CHICAGO PARK DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73
Chicago Labor-Management Trust (LMCC)**

The District and each Park District Union (the "Parties") agree to create a Joint Labor Management Cooperation Committee ("LMCC") pursuant to applicable state and federal law. The purpose of the LMCC is to research and make recommendations and decisions within its authority related to the achievement of significant and measurable savings in the cost of employee health care during the term of this Agreement.

The parties agree that the LMCC provided for in this Agreement shall be established in the form of a Trust and that such Trust may be designated as an organization exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"), and as other than a private foundation under section 509 of the Code to the extent so qualified. The parties shall execute an Agreement and Declaration of Trust ("Trust Agreement"). Said Trust Agreement shall address, without limitation, the following:

- Formation of a Committee to govern the Trust consisting of up to ten Trustees, five of whom shall be appointed by the District and five of whom shall be appointed by the Park District Unions.
- Appointment by the District and the Park District Unions of a Co-Chair as designated in the Trust Agreement.
- Authority of the Trust to make recommendations and modifications in the health plan expected to improve the quality of employee medical care and result in savings and cost containment.
- Establishment of a Trust Fund with contributions provided by the District and third parties.

Health Risk Assessment: Health Risk Assessments shall be voluntary for all employees currently enrolled in the District health insurance plans, effective January 1, 2010. All employees will be automatically enrolled in the Health Risk Assessment. However, employees choosing not to participate in the Health Risk Assessment may opt out. The LMCC will review this program after one (1) year and determine whether additional cost containment steps are appropriate.

For purposes of this Article, an "employee" shall mean a District employee represented by a Union signatory to a collective bargaining agreement with the District.

It is the intention of this provision to provide the parties with the flexibility to join the Chicago Labor-Management Trust or establish their own Trust.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CHICAGO PARK DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73**

Heavy Equipment

- In accordance with Section 22.3 of the Collective Bargaining Agreement between the Chicago Park District and SEIU Local 73, and effective upon the signing of this policy, the District and the Union agree that all heavy equipment job duties will be rotated amongst qualified monthly employees.
- Park Operations Supervisors will determine said qualifications in a consistent manner in across all regions by ensuring that all employees in the rotation have been trained and deemed able to effectively operate the heavy equipment. Before assignment, all qualified employees must be signed up and acknowledged by the Park Operations Supervisor and/or Foremen in charge.
- Sign-up periods are at the beginning of the season: April/May for the summer and September/October for the fall season. The sign-up sheet can only be altered by the Park Operations Supervisor.
- Rotations shall be done every two weeks in an attempt to coincide with Park District payroll. Rotations shall be done by seniority. If an employee is absent from work, for whatever reason, or denies the heavy- equipment assignment, the employee will be passed over for rotation and go to the bottom of rotation list. Rotation list shall be posted as soon as reasonably possible following any change.
- Due to difficulty in reassigning employees in the middle of a heavy equipment assignment, if the equipment to which an employee is assigned becomes in operable for any reason, or the work is deemed no longer necessary, the employee will move to the bottom of the rotation list.
- Foremen are to be notified by employees of any disputes in rotation, Foremen will then notify the Park Operations Supervisor for a resolution. Disagreements with the Park Operations Supervisor should be reported to the Human Resources Department for final decision. If the Union finds the

final decision to be unreasonable, the employee may file a grievance according to the guidelines in the collective bargaining agreement.

June 12, 1996

Ms. Cathy Nicosia Vice President
Public Service Employees Union, Local 73
309 West Washington Street, Suite 250
Chicago, Illinois 60606

RE: Orientation for Seasonal Employees

Dear Cathy:

This memorializes our agreement that, effective thirty (30) days after the signing of our 1995-1998 Agreement, the Chicago Park District will begin deducting Union dues or fees from seasonal employees' pay in accordance with the Agreement from the first day of each such individual's employment. To the extent practicable, the District will schedule orientations for seasonal employees on the days designated for beaches and pools processing. Region orientations will be conducted to the extent practicable in large groups and the District will provide the Union with advance notice of the dates for orientation. The schedules for orientations will be worked out prior to the beginning of the session.

Where the Union is unable to attend the above orientations, the Union will have reasonable access to employees on the worksite, e.g., at the beginning or the end of the shifts or during lunch hours on pay days. The Union will train its Stewards so they can assist Business Representatives in this process.

When a signed dues authorization card already is on file with the District from a prior season for a returning seasonal employee, the District will continue to honor that card in the new season, unless the card is duly revoked.

Very Truly Yours,

Pamela A. Munizzi
Superintendent of Employment

June 12, 1996

Ms. Cathy Nicosia
Vice President
Public Service Employees Union, Local 73
309 West Washington Street, Suite 250
Chicago, Illinois 60606

RE: ATTENDANTS' DUTIES

Dear Cathy:

The Union and the District have agreed to the following language relating to the duties of Attendants with respect to cleaning outside of the field house:

The primary duty of Attendants shall be to clean the inside of their assigned Park District building. Additionally, the Attendants shall be responsible for cleaning the outside of their building to maintain its general aesthetics. This shall include, but not be limited to, picking up litter, cigarette butts, sweeping and/or shoveling the walks. All employees are responsible for ensuring a safe and clean environment for Park patrons and fellow employees. Attendants may be assigned to clean Park grounds, on occasion, if and/or when it becomes necessary. Such circumstances shall include, but may not be limited to, picking up broken glass, cleaning up slippery spills and/or other potentially dangerous items.

The District further agrees to notify the Attendants and all management staff of this agreement within thirty days of the signing of the new Collective Bargaining Agreement and shall provide the Union with a copy said notification when it is distributed.

Very Truly Yours,

Pamela A. Munizzi
Superintendent of Employment

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CHICAGO PARK DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73**

Inclusion Aides

Upon Execution of this Agreement, the following will apply to Inclusion Aides:

1. With the exception of those hired for seasonal (mainly summer) programming, Inclusion Aides will have an hourly employee designation.
2. Inclusion Aides who have worked more than 1040 hours for the last two (2) years will be eligible to accrue sick and personal time at the same rate as other hourly employees. All others will be eligible to accrue sick and personal time at the same rate as other hourly employees two (2) years from the date of this agreement or two (2) years from their hire date, whichever comes last.
3. There is no five-day notice requirement regarding schedule or location changes for any Inclusion Aides. While notice will be given as soon as practicable, an Inclusion Aide's location and work hours must match those of the patron(s) to which s/he is assigned.
4. Regardless of the anticipated work hours for an Inclusion Aide, if the patron to whom the Inclusion Aide is assigned does not come to the park or does not show for a particular special event or outing, the Inclusion Aide will be notified to not come in or will be sent home if already at or enroute to work. If the patron leaves early, the Inclusion Aide does as well.
5. At the conclusion of an assigned patron's programming, an evaluation will be done of the Inclusion Aide recommending them for a future assignment or not (rehire/do not rehire).
6. Termination of an Inclusion Aide and a do not rehire designation will be handled as they are for seasonal positions at the District.
7. If an Inclusion Aide has been an active employee for one year and has not received an assignment, their employment will be terminated. Assigning experienced Inclusion Aides is always preferable and the District will seek to reassign current Inclusion Aides if their skills match the needs of the patrons prior to using newly hired Inclusion Aides.

8. The benefits outlined above are the only ones for which hourly Inclusion Aides will be eligible and shall not exceed any benefits offered to other hourly employees. Inclusion Aides currently receiving District health benefits will continue to receive such benefits in the same manner as other hourly District employees. These Inclusion Aides will be subject to any modification in benefits for hourly employees.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CHICAGO PARK DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73**

Maintenance Foremen and Labor Foremen

1. The job descriptions for Maintenance Foreman and Labor Foreman will be combined whereby the responsibilities and duties of each will be incorporated into one Labor Foreman job description.
2. Labor Foreman will receive a one-time \$3000 increase to their base pay effective January 1, 2019.
3. Employees in the Maintenance Foreman classification shall receive the percentage wage increases applicable to "Other Hourly Employees"

APPENDIX D
MEMORANDUM OF AGREEMENT
BETWEEN
THE CHICAGO PARK DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73

RE: Drug and Alcohol Policy

Section 1: Policy Statement

The Chicago Park District's ("the District") essential mission is to provide services to its citizens and residents in a safe and economic manner. The parties to this Agreement recognize that drug and alcohol abuse in the workplace has a deleterious effect on the health and safety of employees, as well as their morale and productivity, all of which creates an undue burden on the persons which the Chicago Park District and the employees under this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the Chicago Park District's finances.

The District and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the District has also established its confidential Employee Assistance Program for employees with personal problems, including alcohol and substance abuse, and the parties to this Agreement urge employees who have such problems to utilize the Program's services.

To maintain a workplace which provides a safe and healthy work environment for all employees, the following drug and alcohol program is also established.

Section 2: Definitions

- a. Alcohol: Ethyl alcohol.
- b. Prohibited Items & Substances: All illegal drugs and controlled substances, alcoholic beverages, and drug paraphernalia in the possession of, or being used by, an employee on the job or the premises of the District.

- c. District Premises: All property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the District as job sites or work locations and over which the District has authority as employer.
- d. Employee: All persons covered by this Agreement.
- e. Accident: An event resulting in injury to a person requiring medical attention or causing significant damage to property to which an employee contributed as a direct or indirect cause.
- f. Reasonable Suspicion: Erratic or unusual behavior by an employee including but not limited to noticeable imbalance, incoherence and disorientation, which would lead a person of ordinary sensibilities to conclude that the employee is under the influence of drugs and/or alcohol.
- g. Under the Influence: Any mental, emotional, sensory or physical impairment due to the use of drugs or alcohol.
- h. Test: The taking and analysis of any body component sample, whether by blood, breath, urine, or in any other scientifically reliable manner, for the purpose of identifying, measuring or quantifying the presence or absence of drugs, alcohol, or any metabolite thereof.

Section 3: Disciplinary Action

- a. All employees must report to work in a physical condition that will enable them to perform their jobs in a safe manner. Further, employees shall not use, possess, dispense or receive prohibited items or substances on or at the District's premises, nor shall they report to work under the influence of drugs and/or alcohol.
- b. When the District has reasonable suspicion to believe that an employee is under the influence of a prohibited substance, the District shall have the right to subject that employee to a drug and alcohol test. At the District's discretion, the employee may be placed on an emergency suspension with pay until test results are available. If the test results prove negative, any employee who had been placed on an

emergency suspension shall be reinstated and such reinstatement shall not be unreasonably delayed. In all other cases, the District will terminate all employees who:

- (i) test positive for drug and/or alcohol use;
- (ii) refuse to cooperate with testing procedures (who will be subject to an emergency suspension until they are terminated); or
- (iii) are found to be under the influence of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the District's premises.

Section 4: Drug and Alcohol Testing

- a. The District may require drug and/or alcohol testing under the following conditions:
 - (i) where there is a reasonable suspicion that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.
 - (ii) where an employee is involved in a workplace accident or fighting;
 - (iii) where follow-up testing is required after counseling or rehabilitation for substance abuse, up to a one-year period.
 - (iv) where testing is required by state or federal government regulations or otherwise required by law.
 - (v) random testing may be required of employees in the beaches and pools unit and security guards. The random testing shall be conducted in a manner consistent with the guidelines established by the U.S. Department of Transportation regulations for over the road truck drivers; or
 - (vi) where an employee returns from an extended leave of absence or layoff of three months or longer.

- b. Employees to be tested will be required to sign a consent form and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, he or she will be subject to termination.
- c. Drug and alcohol testing will be conducted by an accredited independent laboratory and may consist of either blood or urine tests, or both. The District reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.
- d. Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth by the United States Department of Health and Human Services shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.
- e. Initial and confirmatory (or breathalyzer) test results which meet or exceed the level of blood alcohol established in the Illinois Motor Vehicle Act as legal intoxication shall establish that the tested employee was under the influence of alcohol.
- f. The cost of initial and confirmatory testing will be borne by the District.
- g. Drug and alcohol test results shall be reported to the Director of Human Resources or their designee in the manner to be prescribed by the Director of Human Resources. The Employee shall be notified of the test results in writing. The Director of Human Resources will inform the applicable department head of any employee who tests positive for alcohol or drugs, who in turn will initiate disciplinary proceedings under Section 3 above.
- h. All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any employee whose test result is positive may elect, at his or her expense, to be retested by the same or other laboratory satisfactory to the Director of Human Resources, provided that the District's testing laboratory shall arrange for transmitting said sample to the second laboratory. Employees electing to be retested shall not be paid for the time between the initial positive test and the time of the retest. Positive results of said retesting shall be conclusive

as to the presence of alcohol or drugs. The failure to take a sufficient sample, or to preserve such sample, to allow for retesting, shall not affect the removal from eligibility of an applicant or personnel action, including discharge, of any employee. If the retest is negative, the District shall reimburse the employee for the cost of the test and any loss of pay.

- i. No laboratory report or test results shall appear in the Employee's personnel file unless they are part of a personnel action under this program, but shall be placed in a special file maintained by the Director of Human Resources, except as such disclosure may be required by this policy, law or ordinance.

Section 5: Employee Assistance Program

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter and may participate if they wish in a voluntary Employee Assistance Program. This article will not diminish any language to the contrary in the parties' collective bargaining agreement.

Employees who are involved in a workplace vehicle accident, but are not directly operating the vehicle (i.e. passengers) and are not deemed to have contributed to the accident, who test positive for prohibited substances, in accordance with this Policy, will be provided the option to enter into a last chance agreement in lieu of discharge. Employees will only be permitted to enter into a last chance agreement one (1) time, regardless of whether they have had any break in service. Further, the terms of the last chance agreement shall be consistent with the Award of Arbitrator Benn, Arb. Ref. 06.150, October 3, 2006. Employees shall bear the cost of up to three (3) drug and/or alcohol tests required by the EAP Counselor. The District will bear the cost of any additional drug and/or alcohol tests required by the EAP Counselor.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CHICAGO PARK DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73**

RE: SUBCONTRACTING

This will confirm that the Park District shall not subcontract any work currently performed by Landscape Laborers and/or Attendants during the term of this Agreement, except in an emergency.

**MEMORANDUM OF AGREEMENT BETWEEN THE CHICAGO
PARK DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73
RE: CRITERIA USED FOR PARK AND PLAYGROUND SUPERVISOR
SALARY RANGES**

The District and the Union agree to establish a Labor-Management Committee to study and resolve the issue of additional compensation for Park Supervisors and Playground Supervisors beyond their base salary as set forth in Appendix A.

The Committee shall be composed of an agreed-upon number of Union and District representatives. It shall review and determine the appropriate criteria for deciding what additional compensation should be provided for individual Park and Playground Supervisors. In conducting this study, the Committee may review such factors as the size of the park or playground, number of employees at the facility, number and variety of programs and/or services offered at the facility, any special challenges applicable to the park or playground, the impact on the amount of compensation of material changes in circumstances affecting the park or playground, whether it is reasonable to provide for sub-classifications in the Park or Playground Supervisor titles, and any other relevant factors upon which the Committee agrees. The Committee shall also address the process for establishing compensation for parks and playgrounds that may open in the future.

The Committee shall meet as necessary and shall have access to relevant information that is reasonably and legally available in order to fulfill its mission. Unless the Union and the District mutually agree otherwise, the Committee shall present its findings and recommendations to the Union and the District no later than June 1, 2020, unless the parties agree on a later date. If the Union and the District agree upon the recommendations, they shall be implemented at the earliest opportunity. In the event the Committee cannot agree upon a set of recommendations, or if the Union and the District do not agree upon the recommendations, the Union and the District shall proceed to binding arbitration, with each party submitting its recommendations as a package. The Arbitrator appointed for this purpose shall select either the District's or the Union's package. The Arbitrator's decision shall be binding upon the parties. In making their selection, the Arbitrator shall take into consideration which party's recommendations best serve the goal of recognizing the scope and complexity of the management challenges confronting the Supervisor, the Supervisor's success in responding to those challenges, the presence of challenges or

factors not commonly found in other parks or playgrounds, and other relevant factors. Park and Playground Supervisors whose current bonus exceeds the amount determined by this process to be appropriate shall be red-circled as long as they stay at the Park or Playground in question. The fees and expenses of the Arbitrator shall be shared equally between the parties.

APPENDIX E SEIU LOCAL 73
SALARY RANGE FOR PARK AND PLAYGROUND SUPERVISORS

PARK	PREMIUM
Ada Park	\$4,000
Altgeld Park	\$4,000
Amundsen Park	\$2,000
Anderson Playground Park	\$1,000
Archer Park	\$1,000
Armour Square Park	\$2,000
Austin Town Hall Park	\$5,000
Avalon Park	\$2,000
Avondale Park	\$2,000
Bessemer Park	\$4,000
Blackhawk Park	\$5,000
Brainerd Park	\$1,000
Calumet Park	\$8,000
Carver Park	\$2,000
Chase Park	\$4,000
Clarendon Comm Center Park	\$2,000
Columbus Park	\$8,000
Cornell Square Park	\$5,000
Davis Square Park	\$2,000
Douglas Park	\$10,000
Dvorak Park	\$8,000
Eckhart Park	\$4,000
Eugene Field Park	\$2,000
Fosco Playground Park	\$8,000
Foster Park	\$10,000
Franklin Park	\$2,000
Fuller Park	\$5,000
Gage Park	\$8,000
Garfield Park	\$8,000
Gill Park	\$5,000
Grand Crossing Park	\$5,000
Green Briar Park	\$1,000
Hale Park	\$1,000
Hamilton Park	\$5,000
Hamlin Park	\$4,000
Harrison Park	\$8,000
Hayes Park	\$1,000
Hiawatha Park	\$4,000
Holstein Park	\$4,000
Horner Park	\$5,000
Humboldt Park	\$10,000
Independence Park	\$4,000
Jackson Park	\$5,000

PARK	PREMIUM
Jefferson Park	\$2,000
Kelvyn Park	\$2,000
Kilbourn Park	\$2,000
Kosciuszko Park	\$5,000
La Follette Park	\$10,000
Homan Sq Comm Center Park	\$8,000
LeClaire Crts-Hearst CC Park	\$1,000
Lincoln Park	\$1,000
Lindblom Park	\$1,000
Loyola Park	\$10,000
Madden Park	\$4,000
Mann Park	\$4,000
Marquette Park	\$5,000
McGuane Park	\$4,000
McKinley Park	\$2,000
Merrimac Park	\$1,000
Mozart Park	\$1,000
Mt Greenwood Park	\$8,000
Nash (No. 482) Park	\$5,000
No. 462 (Broadway Armory)	\$10,000
No. 485 (Kennicott Judd School)	\$2,000
Norwood Park	\$1,000
Ogden Park	\$4,000
Olympia Park	\$1,000
Oriole Park	\$1,000
Palmer Park	\$2,000
Piotrowski Park	\$4,000
Portage Park	\$10,000
Pottawattomie Park	\$1,000
Pulaski Park	\$8,000
Rainbow Beach & Park	\$2,000
Ridge Park	\$8,000
Riis Park	\$4,000
River Park	\$2,000
Robichaux Park	\$1,000
Russell Square Park	\$4,000
Sauganash Park	\$1,000
Scottsdale Playground Park	\$1,000
Seward Park	\$2,000
Shabbona Park	\$4,000
Sheil Park	\$2,000
Sheridan Park	\$5,000
Sherman Park	\$2,000
Sherwood Park	\$2,000
Smith Park	\$1,000
Stanton Park	\$8,000

PARK	PREMIUM
Stateway Park	\$2,000
Taylor Park	\$2,000
Trumbull Park	\$4,000
Tuley Park	\$8,000
Union Park	\$ 1,000
Vittum Park	\$ 1,000
Warren Park	\$4,000
Washington Park	\$10,000
Welles Park	\$8,000
Wentworth Gardens Park	\$1,000
West Lawn Park	\$5,000
West Pullman Park	\$10,000
Williams Park	\$1,000
Meyering Playground	\$500
Smith Playground	\$500
Rainbow Playground	\$500
Owens Playground	\$500
Munroe Playground	\$500

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CHICAGO PARK DISTRICT AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73
Re: "Acting Up"**

During the negotiations for the revisions to Section 18.6, the parties reached the following mutual understandings with respect to the application and interpretation of the requirement that in order to be eligible for compensation under this Section the employee must "perform substantially all of the duties and responsibilities of a higher paid classification." If the employee in the higher-paid classification knows in advance that she will be absent for five or more consecutive work days, and designates an employee in a lower paid classification to perform her duties and responsibilities during her absence, and the employee does in fact perform those duties and responsibilities for five or more consecutive work days, the employee is entitled to compensation at the higher rate.

If, on the other hand, the employee in the higher paid classification, knowing she will be absent for five or more consecutive work days, distributes her duties and responsibilities among multiple employees in lower paid classification(s), then none of the employees in the lower paid classification(s) can be said to have performed "substantially all of the duties and responsibilities" of the higher paid classification and therefore none would be entitled to additional compensation.

We discussed the example of an Instructor who is absent for five or more consecutive work days. To the extent Recreation Leaders assume responsibility for classes that any Instructor would have taught in addition to or in lieu of their existing work load, the Recreation Leaders are not regarded as performing "substantially all of the duties and responsibilities" of the Instructor, although in this example the Recreation Leader assigned to teach classes would be entitled to the rate of pay applicable to the Hourly Instructor position for the time spent teaching classes. If, however, a Monthly Instructor's absence results in a Recreation Leader being designated to step into the shoes of the Monthly Instructor and assume responsibility for planning the curriculum, setting up schedules, etc.—work for which the Monthly Instructor is responsible and which distinguish the Monthly classification from the Recreation Leader classification and which the Recreation Leader would not have performed had the Monthly Instructor not been absent—then, assuming the time increment is satisfied, the Recreation Leader is entitled to compensation under this Section.

Finally, the Park District advised the Union that the District intends to formalize the process by which supervisors designate, where appropriate, employees to work out of classification. The parties agree that this will give clarity to what is expected of employees and when they may reasonably expect to be eligible for compensation under this Section. We further agreed that, where a supervisor or other higher ranking employee does in fact designate an employee to perform “substantially all of the duties and responsibilities” of the higher paid classification, including instances where the higher-paid classification is temporarily vacant or the person who normally performs the work of the higher-paid classification is not at work for five (5) or more consecutive work days either for a planned or unplanned absence, and the employee does in fact perform those duties and responsibilities for the required time frame, the employee is eligible for compensation under this Section even if the supervisor or other higher ranking employee did not notify the District of the designation.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CHICAGO PARK DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73**

RE: TRANSFERS ARTICLE 16 SECTION 16.5D (6)

The Union and the District agree that an employee may not transfer for a twelve month period following a successful bid promotion to a monthly position in accordance with Article 16 Section 16.5D (6).

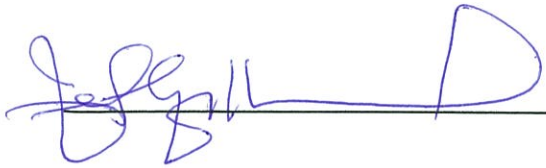
Chicago Park District

Service Employees International Union Local 73

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SEIU LOCAL 73 (THE "UNION")
AND
THE CHICAGO PARK DISTRICT (THE "DISTRICT")
RE: EMERGENCY SUSPENSIONS**

The District agrees that, in the case of an employee placed on emergency suspension, if the employee applies for unemployment compensation during the period of the emergency suspension, the District will not oppose the application. Such compensation will cease at the time the District makes a disciplinary decision or the employee resigns.

FOR THE UNION:

A handwritten signature in blue ink, appearing to be "J. G. [unclear]", written over a horizontal line.

Date: 1-13-2020

FOR THE DISTRICT:

A handwritten signature in blue ink, appearing to be "Muller", written over a horizontal line.

Date: 01-13-2020

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CHICAGO PARK DISTRICT AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73, CTW/CLC
VACATION ACCRUAL FOR BARGAINING UNIT MEMBERS

This memorandum of understanding memorializes the parties' mutual understanding concerning the interpretation and application of Section 18.1 ("Earning Vacation Leave") of the parties' collective bargaining agreement, with specific regard to the means in which year-round hourly employees with a date of hire on or after January 1, 2020, accrue vacation leave.

The last paragraph of Section 18.1 states, in full, "Effective January 1, 2020, year-round hourly employees, after one year of employment and provided they worked at least 1,040 hours in the previous year, shall be eligible for vacation leave per the schedule set forth above, on a pro rata basis."

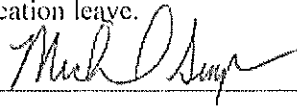
The parties agree that year-round hourly employees with a date of hire on or after January 1, 2020, are eligible for vacation leave in accordance with the schedule set forth in Section 18.1's first paragraph, after one year of service from their date of hire. For example, a year-round hourly employee with a date of hire on June 15, 2020 will become eligible for vacation leave on June 15, 2021, provided they meet the requisite 1,040 hours of service. Year-round hourly employees hired before January 1, 2020 will continue to earn vacation leave annually on January 1, provided they meet the requirements set forth in Section 18.1.

The Employer will deem year-round hourly employees with a date of hire on or after January 1, 2020 eligible based on the anniversary of their date of hire on a quarterly basis each year: On April 1, July 1, October 1, and January 1. For example, the Employer will review which employees become eligible for vacation leave on July 1, 2021, and grant vacation leave to the above-mentioned employee who completed their first year on June 15, 2021. The Employer will furnish to the Union a list of employees who become eligible for vacation leave on April 1, July 1, October 1, and January 1. If no employees become eligible for vacation leave on a quarterly date, the Employer will so state.

The parties mutually understand that the term "previous year" in the final paragraph of Section 18.1 of the CBA refers to the previous year from which the vacation days are being calculated from the date of hire or date of hire anniversary for employees starting on or after January 1, 2020. For example, if an employee's date of hire is June 15, 2020 and their vacation days are being calculated on July 1, 2021, the "previous year" will be from June 15, 2020 to June 15, 2021.

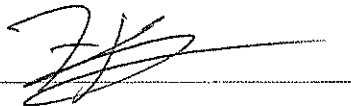
This MOU retroactively applies to employees hired on or after January 1, 2020 and before the date this MOU is executed. These employees will receive their vacation leave for 2021, provided they have met the other requirements for vacation leave.

For the Chicago Park District:



Date: 07-19-2021

For the Union:



Date: 7/26/21