AGREEMENT

Between

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 73

And

WESTREC MARINA MANAGEMENT, INC.

Effective January 1, 2020 through December 31, 2025
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AGREEMENT

This Agreement is made and entered into this January 1, 2020 by and between Westrec Marina Management, Inc. (Westrec Properties, Inc.) at the following Chicago Harbors and Marinas (Montrose, Belmont, Diversey, DuSable, Monroe, Burnham, 31st Street, 59th Street, Jackson Outer, Jackson Inner, and the 95th Street Boat Launch), Chicago Ice Skating Rinks (McKinley, Midway Plaisance, Mt. Greenwood, Riis, Warren and Wentworth) and/or any modification of harbor or skate facilities or services, herein designated as the "Employer" and Service Employees International Union, Local 73, herein designated as the "Union."

Preamble: Intent and Purpose

It is the intent and purpose of the parties to set forth herein the Agreement covering rates of pay, hours of work, and other conditions of employment to be observed between the parties and to provide procedure for prompt, equitable adjustment of alleged grievances so as to promote orderly and peaceful relations with the employees. Further, the parties jointly recognize and agree that they are committed to assure superior service by developing and maintaining a respectful, professional and responsive relationship with our customers who make this Agreement possible.

Article I: Recognition of the Union as Bargaining Agent

Section 1.1: Description of Unit

The Employer recognizes the Union as the sole bargaining agent for all employees who occupy positions in the job classifications described in Appendix D of this Agreement. The parties agree that such recognition and the terms of this contract shall apply to all employees except all supervisors, confidential employees and executives, as defined in the National Labor Relations Act, as amended. The job classifications set forth in Appendix D are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Employer.

Section 1.2: New Classifications

The Employer agrees that if any new classifications) should be established for the same or similar work presently being performed by those classifications identified in Appendix D, it will notify the Union within twenty (20) business days or as soon as practicable 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 following titles will be included in the Recognition Clause of the current Agreement: Pump Out Boat Operator and Life Guard.

Section 1.3: Gender

Wherever the male gender is used in the Agreement, it shall be construed to include all persons or employees.
Section 1.4: Job Descriptions

The parties agree to develop job descriptions, within one-hundred-twenty (120) days of the execution of this Agreement, for those classifications identified in Appendix D. This new addendum will be identified as Appendix E. The employer will take into consideration the Union's suggestions.

Upon hire, the Employer will provide each employee with a copy of the official job descriptions for their job title. Employer will notify the Union within thirty (30) days of any change in job titles covered by this agreement. If the Employer makes any changes in the official job description, it will discuss such changes with the Union prior to implementing such changes. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title.

For the purposes of Appendix E, seniority is defined as "time in a title."

Section 1.5: Classification Audit

The Employer will audit an employee's classification upon written request from the individual to the immediate supervisor. The response shall be provided within thirty (30) calendar days.

Section 1.6: Exclusion of Titles

In the event that a title contained in Appendix D has not been filled for over 5 years, it will be eliminated from Appendix D, 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 a part of the historical bargaining unit provided the duties are substantially the same as the former title.

The following titles will be excluded from the recognition clause of the current Agreement: Marine Inspector, Tennis Supervisor, Tennis Assistants I, Tennis Assistants II, Tennis Assistants III, Sailing Instructor I, Sailing Instructor II and Sailing Instructor III.

Section 1.7: Facility/Property Exclusions

In the event that a Westrec managed property(s) contained in the Agreement has not been open or managed by Westrec for over five (5) years, it will be removed from the Agreement, but not from the bargaining unit. If the facility/property or substantially equivalent facility/property is subsequently resurrected and/or renamed, it is understood that such facility/property will be a part of the historical bargaining unit provided that it offers the same services that is substantially the same as the former facility/property.

Article II: Dues Check Off and Indemnification

Section 2.1: Union Membership

Upon the signing of this Agreement, or upon the date of hire, whichever shall occur later, all bargaining unit employees shall be required to join the Union as a condition of employment. The Union shall provide the Employer with dues authorization cards for that purpose. The Employer agrees to provide the Union with a copy of all due's authorization cards on a monthly basis.
The authorization will be effective and irrevocable for a period of one (1) year from the date on which the authorization is executed or upon the expiration date of the applicable Collective Bargaining Agreement between the Employer and the Union, whichever occurs first, and from year to year thereafter.

Section 2.2: Dues Deduction

The Employer shall deduct the regular dues each pay period, together with a list of the names, employee numbers and amounts for whom deductions have been made, and forward said deductions to the Union within ten (10) business days from the date of the deduction. It is understood and agreed that the Union is obligated to timely advise the Employer of changes in dues rates.

Section 2.3: C.O.P.E. Deduction

The Employer agrees to deduct and transmit to SEIU C.O.P.E. such sums from the wages of employees who voluntarily authorize such deductions on the forms provided for that purpose by the Union. The transmittal shall be accomplished by a list of the names of the employees from whom such deductions have been made and the amount deducted for each employee. The rate of deduction maybe adjusted once each calendar year. However, an employee may request termination of the deduction in its entirety, in writing, at any time during the year. It is understood that such withholdings will be transmitted at the same time as the employee’s dues withholdings.

Section 2.4: Indemnification

The Union shall indemnify the Employer for all claims that may arise in the course of complying with any of the obligations of this Article.

Article III: Employee Handbook and Union Agreement

The Employer will provide all bargaining unit employees with a copy of the Westrec Employee Handbook, described as Appendix J herein. Employees are expected to comply with the rules and policies contained in the Handbook. The Employer and the Union agree that the provisions of the Agreement shall supersede the rules and policies reflected in the Handbook in the event of a conflict.

The Employer agrees to notify the Union ten (10) business days in advance of its intent to revise or modify the Westrec Employee Handbook, affording the Union the opportunity to respond. Notices regarding adopted changes will be posted at least ten (10) business days in advance of the effective date.

Copies of the revised Handbook and/or appropriate inserts will be provided to the Union and employees as soon as practicable and/or possible.

Article IV: Union Access, Steward Authority and Bulletin Boards

Section 4.1: Union Access and Facilities' Operations

One (1) Union Representative, as designated by the Union, shall have access to the premises of the Employer during a work-related situation in order to help resolve a serious dispute or
problem. The representative will not disrupt the work of employees on duty nor interfere with customer service.

The Employer will permit the Union to conduct quarterly meetings at designated facilities with prior notice to the Employer's Vice President-Human Resources, or designee.

Section 4.2: Steward Authority

The Union shall designate in writing to the Employer's local and corporate representatives the names of stewards elected to represent the employees in the bargaining unit in matters of the Agreement but shall not have any authority to alter, amend or modify any terms and/or provisions of the Agreement. The parties agree that stewards must notify their supervisor when they intend to leave their work area to represent employees. The steward will make every effort to schedule such meetings before and/or after his work hours and/or during non-work time whenever it is practical and/or possible to do so.

Steward's Responsibilities:

A Union steward is a Westrec employee who is designated pursuant to Union procedures. The steward's responsibilities shall be determined by the Union for the purpose of assisting bargaining unit employees from their areas of jurisdiction in resolving issues. The parties agree to make reasonable effort to informally resolve the issue prior to filing a grievance in accordance with the terms and procedures of this Agreement.

The Union steward or Union representative shall have reasonable access to all official files and/or records, legally permissible, regarding any bargaining unit employee when so designated by the bargaining unit employee involved.

The Employer shall permit each steward a reasonable amount of on duty time to process grievances and consult with the appropriate supervisor and management officials. Bargaining unit employees have the right and shall be given a reasonable amount of time to meet and confer with their designated steward or Union representative during on duty hours for the purpose of discussing any grievance or complaint or matters affecting their working conditions.

1. Before leaving the work area, the steward or bargaining unit employee shall request permission from his/her immediate supervisor and state where he/she is going. He/she will also estimate how long he/she will be away from the work area and report back when returning to the work area. The immediate supervisor shall not unreasonably deny such request of the bargaining unit employee.

2. The meeting to discuss the grievance or complaint will be held in private. No discussions will take place in areas that may disrupt the efficient operation of the department in which the cause for the grievance or complaint may have occurred.

3. Union stewards will be afforded reasonable access to a telephone for official Union business and for use in the making of appointments and securing information relative to bargaining unit employee grievances or complaints. Such use shall be in accordance with established phone and safety policies and shall not interfere with company operations.

The Employer shall grant up to three (3) stewards up to eighteen (18) hours excused absence within a calendar year without loss of pay to attend training sessions sponsored by the Union, provided such training is related to the bargaining unit employees' performance of Union steward
duties. A Union request for such training will be submitted in writing to the Employer not less than three (3) weeks prior to the scheduled training session and will set forth the content of the training, its duration and a statement as to the relationship of the training to the steward's performance of his/her duties, as well as a statement that the training is required.

Stewards who participate in the process of resolving complaints in the manner indicated herein, shall not be subject to discrimination for such action. No steward shall interfere with the work of another employee or leave his work or work location or without first having obtained the express approval of the immediate supervisor.

Section 4.3: Bulletin Boards
The Employer agrees to install or provide space for a Union bulletin board at each facility. 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, report and minutes.

If the Union desires to post any other information or material, the Union shall first submit same to the Employer for approval. The Employer shall have discretion to approve or disapprove said postings; however, requests shall not be arbitrarily denied.

Section 4.4: Seminars, Conferences and Forums
The Employer agrees to grant time off with pay to Union stewards who have requested in writing, to attend pre-approved seminars, conferences and/or forums that are of mutual benefit to the Employer and Union.

Section 4.5: Seasonal Facility Operating Schedules
The Employer agrees to provide the Union with advance notice, to the greatest degree possible, as to when facilities will open and close for the Harbor and Skate seasons in accordance with Section 12.1e.

Additionally, the Union will be notified as far in advance as reasonably possible, but no later than thirty (30) days, regarding the closure and/or opening of a new facility, a proposed change in a work site, early openings or extended season.

If a property is closed and the closure is not an act of "Mother Nature," or results from decisions and/or actions beyond the Employer's control, the latter shall make a good faith effort to find alternative work for all affected employees, if they are so qualified to perform the work. If the facility is not reopened, and the Employer contemplates a reduction in force, it shall be done in accordance with Section 15.6.

Section 4.6: Union Leave
Bargaining unit employees who are elected or appointed to a full-time position with the Union may be granted a union leave of absence without pay for the purpose of accepting those
positions. Such leaves shall be requested at least thirty (30) days in advance and shall be for a period of no more than ninety (90) days. The Union will be responsible for all wages and benefit contributions during the approved period. The Employer shall consider the request and may propose alternative dates or duration of the requested leave. The Employer also reserves the right to deny the request in the event it interferes with company operations. An employee on such a leave will continue to accrue seniority for salary increments and all other purposes where seniority is a factor, and the absence shall not be construed as a break in service.

**Section 4.7 New Member Orientation**

The Union shall be granted fifteen (15) minutes during the course of new member orientation at the start of each season to present the benefits of Union membership. The Union may set up a table for employee membership sign ups and other Union information. The Employer shall provide the Union with as much advance notice as is practicable regarding the date, time, location, and what group of employees shall be in attendance. The Union shall also provide the Employer with advance notice of its attendance.

**Section 4.8: Labor Management Meeting**

It is agreed that the parties will continue their Labor-Management Committee composed of representatives of the Employer and the Union. The Committee will meet quarterly during the term of this Agreement, additional meetings may be scheduled if the need arises. The purpose of the Committee is to deal with concerns and or topics of mutual interest to the parties.

**Article V: Management Rights**

**Section 5.1: Description**

Except as otherwise provided in this Agreement, the management of the Employer's operations and the direction of its working forces, including, but not limited to, the right to establish new jobs, change existing jobs; increase or decrease the number of jobs; introduce and/or change procedures, processes, products, equipment and operations; and the right to schedule and assign work, and work to be performed; hire employees, suspend, discipline, or discharge for just cause; and to transfer or lay off employees because lack of work or other legitimate reasons; shall be vested exclusively with the Employer.

**Section 5.2: Liabilities and Obligation of Employer**

In the event that the Employer's contracts are not renewed at the Chicago facilities, the Employer shall notify the Union ninety (90) days in advance of the termination of the Employer's contract, or as soon as the Employer knows of the termination if less than ninety (90) days' notice is given.

**Section 5.3: Successorship**

Notice: In the event that the Employer contemplates a merger, sale, closure, leasing, assignment, divestiture or other transfer of ownership and/or management of its operations, whether in whole or in part, (hereafter jointly referred to as "change in ownership and/or management"), the Union shall be notified in writing at least ninety (90) days prior to the effective date of such action.

Obligations with respect to Successor: In the event that the Employer contemplates change in ownership and/or management (as defined above) the Employer agrees to condition, and to
include in the agreement for, such change in ownership and/or management a requirement that
the purchaser or transferee who succeeds to the ownership and/or management of the Employer's
operations shall assume and become party to this agreement.

Offer of Employment: In the event that the Employer's funding is terminated, without the
Employer undergoing a change in ownership and/or management (as defined above), the
Employer agrees to make a good faith effort to secure job offers with the successor for any
bargaining unit members who wish to continue working. It is understood between the parties that
this commitment is in addition to, and not in lieu of, any other obligations the Employer may
have under this agreement in the event of a change in ownership and/or management.

Article VI: Subcontracting

For the purpose of preserving work and job opportunities for the employees covered by this
Agreement, the Employer agrees that no work or services, except for short term projects of ten
(10) days or less, of the kind, nature or type covered by, presently performed, or hereinafter
assigned to the bargaining unit will be subcontracted to any other person or non-unit employee.

Article VII: Non-Discrimination

Section 7.1: Union Membership or Activity

The Employer recognizes and will not interfere with the right of its employees to become
members of the Union, and there shall be no discrimination, interference, restraint or retaliation,
by the Employer against any employee because of membership in the Union. The Union agrees
that neither it nor any of its officers, representatives or members will engage in any Union
activity either (a) on company time; or (b) at the Employer's work places which in any manner
shall interfere with the Employer's operations, except as provided for in this Agreement.

Section 7.2: Discrimination Prohibited

Neither the Employer nor the Union shall discriminate against any employee because of race,
color, religion or creed, national origin or ancestry, marital status, disability, age, gender or
sexual orientation, physical or mental condition, or veteran status or in any manner which would
violate Federal, State or City of Chicago laws.

All employees shall be provided a workplace free of inappropriate discriminatory conduct to
include offensive, unprofessional behaviors of a physical, verbal or visual nature, or any
combination thereof. The parties agree that a "zero tolerance policy" is to their mutual benefit.
The Employer will post, for the employees' information, the zero-tolerance policy, pursuant to
the Employee Handbook, personal conduct policy.

Further, all employees shall be provided a work place free of sexual harassment. Sexual
harassment shall be considered discrimination under this provision. In the event that any such
discrimination should occur, the Employer shall take corrective action as appropriate. Neither the
Employer nor the Union shall retaliate against an employee who complains of such
discrimination or who is a witness to such discrimination.

In the administration of this agreement the Employer and the Union will provide reasonable
accommodations to qualified employees with a disability. The need for an extension of such
accommodations shall be determined by the Employer in accordance with its interpretation of the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. The parties agree to attempt to amicably resolve disputes arising from the possible conflicts between the Acts and the provisions of this Agreement.

The Employer and the Union agree not to discriminate against any employee(s) who wish to exercise their rights under the Family Medical Leave Act of 1993. The Employer will post, for the employees' benefit, the applicable provisions of the Act.

**Article VIII: Discipline**

**Section 8.1: Handbook Provisions**

The parties agree that the "Work Rule Violations" detailed in the Employee Handbook remain in force and effect during the term of this Agreement.

**Section 8.2: Just Cause**

The Employer agrees that it shall not discharge, suspend or otherwise discipline any post-introductory period employee without just cause.

**Section 8.3: Progressive Discipline**

The Employer agrees to follow the progressive discipline procedure for all employees who have completed the Introductory Period (as defined in Section 15.2c). 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 Employer may determine that a violation is sufficiently severe to warrant a departure from the progressive discipline principle. In such cases, progressive discipline will not apply.

When the Employer contemplates suspending or terminating an employee who has successfully completed the Introductory Period outlined in Section 15.2c, members of the bargaining unit shall be afforded a conference to discuss the incident(s) that gave rise to the contemplated discipline and the parties shall conduct a fact-finding meeting or conference call to address the circumstances. Bargaining unit employees shall be entitled to Union representation at the investigatory interviews in which the employee reasonably believes may lead to possible disciplinary action. The bargaining unit member and the Union shall be provided with a written notice five (5) days prior to the scheduled conference date. The notice shall include 1) the alleged misconduct and the work rule violated that led to the conference/meeting; 2) any evidence or supporting documentation to support the allegation; 3) the date, time and place of the scheduled conference/meeting; and 4) that the conference may result in disciplinary action and shall describe the type of discipline to be considered;

The Employer shall provide a written decision to the employee and to the Union within five (5) business days of the meeting as to whether the specific misconduct occurred and what level of discipline if any is appropriate. If a decision is not reached within five (5) business days of the hearing, upon mutual agreement the decision timeline may be extended.
Section 8.4: Employee Rights

If the Employer has reason to discipline an employee, the Employer will 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 a bargaining unit member that progresses beyond a verbal warning, a copy of such action shall be forwarded to the Union.

Disciplinary actions must be initiated within ten (10) calendar days after the date of the alleged violation or within the ten (10) calendar days from when the Employer could reasonably know of the alleged violation. The Employee will be notified in writing of the Employer's intent to initiate disciplinary action other than verbal reprimands.

Section 8.5: Suspension

No disciplinary action shall be imposed until after the time limits for appealing the disciplinary decision have expired and/or the appeal process has concluded. Member of the bargaining unit may be suspended without pay for disciplinary reasons for a period not to exceed ten (10) days.

Article IX: Safety


The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The parties jointly recognize the importance of maintaining safe working conditions and the provisions related under "Safety" in Appendix J (Employee Handbook) shall apply.

Section 9.2: Safety Materials and Gear

The Employer will continue to provide, at no cost, appropriate safety materials, gear and training, as well as adequate and secure storage areas. Safety materials and/or equipment shall be provided on an as needed basis. (See Appendix F)

Section 9.3: Employee and Customer Safety

The parties agree that employee and customer safety is of the utmost importance. Accordingly, safety rules and security measures will be enforced. Further, the appropriate training in these areas will be provided to all employees and the effectiveness thereof will be regularly reviewed by the parties.

Section 9.4: Labor-Management Safety Committee

The parties agree to establish a Labor-Management Safety Committee that shall consist of three (3) Labor and three (3) Management members to address safety concerns as they arise. The Committee will meet not less than twice per year.

Section 9.5: Hepatitis Inoculations

The Employer shall bear the expenses for any employee who is required by law to be offered the hepatitis inoculation series per the blood borne pathogen requirements. The Employer shall provide paid time off in order to fulfill that requirement.
Section 9.6: Employee Training

The Employer agrees to train all employees on their job-related equipment, trainings should include both hands on and visual training where appropriate, as well as the Company's policies and procedures to include those contained in its Employee Handbook. Orientations will be conducted prior to or during the spring and winter seasons. The Employer will advise and invite the Union to such training and orientation sessions.

Section 9.7: Training Records

All employees are required to sign an acknowledgement attesting to the fact that they were trained and properly informed. The Employer shall be responsible for keeping records of such training.

Section 9.8: Alcohol and Drug Testing Policy and Procedures

The parties shall adopt the Employer's Policy and Procedures for Alcohol and Drug Testing as detailed in Appendix I.

Article X: Grievance Procedure

Section 10.1: Definition

Any grievance or dispute involving an interpretation or application of this Agreement, including Appendix J (Employee Handbook), may be submitted by an employee, the Union or the Employer.

Section 10.2: Informal Resolution

An employee or the Union will, prior to filing a formal grievance, discuss any concern or complaint with his/her supervisor. The Employer, similarly, has a duty to bring the matter to the Union's representative before filing a grievance. The goal of such discussions will be to resolve the issue informally as expeditiously as possible as but not longer than five (5) business days.

Section 10.3: Formal Resolution/Time Limits for Filing

No grievance shall be entertained or processed unless it is submitted, in writing, within twenty (20) business days after the party concerned became aware, or should have become aware through the use of reasonable diligence, of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If the grievance is not appealed to the next step within the specified time limits set forth above, or any mutually agreed upon extension thereof, it shall be considered settled on the basis of the other party's last answer. If the other party does not answer a grievance or an appeal thereof within the specified time limits, the other party may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by mutual written agreement of the Employer 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 Employer's Administration Building or the Union's offices are closed.
Step 1. Any party covered by this Agreement who has a grievance, shall submit it in writing to the Regional Manager or to the Union, as the case may be. The written grievance shall contain a complete statement of the facts, the Article(s) of this Agreement which is alleged to have been violated and the remedy requested. The notified party shall give his response within ten (10) business days after receipt of the grievance. The grievant, Union Representative and V.P., Human Resources shall be copied on the Step 1 response. Upon receipt, the parties agree to participate in a meeting and/or a conference call in an effort to resolve the matter at this initial step.

Step 2. If no settlement is reached at Step 1, the grievance shall be submitted to the VP Human Resources or the Union's Representative, in writing, within ten (10) business days of the receipt of the response in Step 1. The parties will meet and/or confer in an effort to resolve the grievance within ten (10) business days after receipt of the appeal.

Step 3. If the grievance is not settled in accordance with the foregoing procedure, the Union or Employer may refer the grievance to binding arbitration within thirty (30) calendar days after receipt of the other's answer at Step 2. The parties shall attempt to agree upon an arbitrator within five (5) business 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 two-hundred-fifty 250 miles of Chicago who are members of the National Academy of Arbitrators. Either party may reject one (1) entire panel. Both the Employer 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 his selection by a joint letter from the Employer and the Union requesting that the arbitrator set a time and place, subject to the availability of the Employer and Union representatives. All arbitration hearings shall be held in Chicago, Illinois unless the parties mutually agree otherwise.

Section 10.4: Arbitration-General Provisions
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.

Section 10.5: Arbitrator's Decision
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 submit, in writing, his decision within sixty (60) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties mutually agree to a written extension. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the express terms of this
Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding on all parties.

Section 10.6: Fees and Expenses

The losing party in arbitration shall pay for the fees and expenses of the arbitrator. In the case of a settlement or "split decision," the parties shall equally share the fees and expenses of the arbitrator.

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

Article XI: No Strike - No Lockout

Section 11.1: No Strike

The Union, and all employees covered by this agreement, agree not to authorize, instigate, aid, condone or ratify a strike, work stoppage, slowdown, or other interruption or impeding of normal operations during the term of this Agreement.

Section 11.2: No Lockout

The Employer agrees there shall be no lockout of employees during the term of this Agreement.

Section 11.3: Disciplinary Action

The Employer shall be entitled to discharge or otherwise discipline any employee who violates the provisions of Section 11.1.

Section 11.4: Unauthorized Work Action

In the event of an unauthorized strike, work stoppage, slowdown or any other interruption or impeding of normal operations, the Union agrees to take affirmative steps with the Employer to bring about an immediate resumption of normal work, whether the dispute involves this, or any other Union.

Section 11.5: Judicial Restraint

Nothing contained in this Article shall preclude the Employer, or the Union, from obtaining judicial restraint and damages in the event of a violation of this Article.

Article XII: Employee Definitions, Hours of Work and Overtime

Section 12.1: Employee Definitions

a. Regular Full Time: Employees who are normally scheduled to work thirty (30) hours or more per week; such employees will work a minimum of one-thousand-five-hundred-sixty (1560) hours annually.

b. Regular Part Time: Employees who are normally scheduled to work less than thirty (30) hours per week and between one-thousand-eighty (1080) and one-thousand-five-hundred-fifty-nine (1559) hours annually; such employees will work a minimum of one-thousand-eighty (1080) hours annually.
c. Seasonal Employees: Employees so designated are those hired for a limited period of time. At the end of that period, the employment relationship is concluded. Such employees may be hired on either a full time or part time basis and are not eligible for Employer benefits except as noted herein.

d. All employees who have successfully completed the Introductory Period one-hundred-twenty (120) calendar days will be credited for seniority from their date of hire.

e. Seasonal Start Dates:
   Harbors: May 1-October 31
   Skating: Mid-November-Mid March

f. The employer will endeavor to assign hours of work for part-time and seasonal employees equitably while reserving the right to promote efficiency and flexibility of its operations.

Section 12.2: Application

This Article is intended to define the normal hours of work per day or per week in effect at the time of the execution of this Agreement.

Nothing contained herein shall be construed as a guarantee of hours of work per day or per week or as preventing the Employer, after notice to the Union and an offer of any opportunity to bargain over 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 Employer, and who is covered by this Agreement, has been afforded an opportunity to perform the work before new employees are hired.

The Employer agrees to notify those seasonal employees in writing, at the close of that particular season (either Harbor or Skating), who are not eligible for re-hire. Such notice shall be provided within sixty (60) calendar days of the employment decision.

Section 12.3: Normal Workweek and Workday

For regular full-time employees, the normal workweek shall be five (5) consecutive days, followed by two (2) consecutive days off, and the normal workday shall be eight (8) consecutive hours for all such employees. During skating season, all hours shall be consecutive.

The Employer will consider employee requests regarding any variance from the above normal workweek and workday and will attempt to accommodate the employee except when it would interfere with the Employer's operations and service to the public. The employer shall post bi-weekly schedules on company premises.

Section 12.4: Rest Periods

All employees shall receive two paid fifteen (15) minute duty free breaks 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. In the event that a bargaining unit member is required to work through his/ her break, he/she shall be compensated with an equivalent amount of duty-free break time.
Section 12.5: Meal Period

All employees, except upon mutual agreement, shall be granted a thirty (30) minute duty free 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.

In the event that a bargaining unit member is required to work through his/her meal break he/she shall be paid for the time worked at his/her regular rate of pay.

Section 12.6: Changes in Normal Workweek and Workday

The determination of the starting and quitting times of the daily and weekly work schedules shall be made by the Employer. Any changes in such schedules shall be made known to the employees affected thereby as far in advance as possible, but not less than ten (10) business days prior to the effective date of such change, except in unusual or emergency situations. Employees must submit a request for schedule change as far in advance as possible, but not less than ten (10) business days prior to the effective date of such change.

Section 12.7: Compensation for Overtime

Any employee who is authorized to work overtime outside the normal work day or work week, as defined in Section 12.3 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 Article XIV of this Agreement.

Any employee, who works authorized overtime, as defined herein, shall be compensated at the rate of 1.5 hours for each hour of overtime worked after forty (40) hours in a week.

Section 12.8: Call in Pay

Employees who are called in to work shall be paid a minimum of four (4) hours and the applicable overtime provisions will be observed.

Section 12.9: Overtime

Overtime opportunities shall be made available to employees within a specific job classification and geographic location as equitably as possible.

Section 12.10: Bonus Hours

The Employer may pay bonus hours to employees for exceptional work performance or for work done under extraordinary circumstances.

Article XIII: Vacation

Section 13.1: Eligibility Requirements

The Employer will provide paid vacations for qualified employees who satisfy the following criteria:

a. Be a full time or part time regular employee; and
b. Have completed six (6) months of continuous employment with the Employer; and

Article XIII: Vacation

Section 13.1: Eligibility Requirements

The Employer will provide paid vacations for qualified employees who satisfy the following criteria:

a. Be a full time or part time regular employee; and
b. Have completed six (6) months of continuous employment with the Employer; and

c. Have accrued the vacation before the employee may take it and receive pay for it.
Section 13.2: Vacations Benefits Defined

a. After meeting the above requirements, regular full-time employees are eligible per the following schedule (assuming a five day/forty-hour work week):
   - Upon completion of six (6) months of continuous employment, an employee begins to accrue vacation benefits at a rate of ten (10) days per year or .833 days per month.
   - Upon completion of five (5) years of service, an employee accrues vacation at the rate of fifteen (15) days per year or 1.25 days per month.
   - Upon completion of ten (10) years of service, an employee accrues vacation at the rate of twenty-one (21) days per year or 1.71 days per month.
   - Upon completion of twenty-one (21) years of service, an employee accrues vacation at the rate of twenty-six (26) days per year or 2.9 days per month.

b. Regular part time employees are entitled to receive pro-rated benefits for vacation and vacation pay.

c. At the discretion of the supervisor, qualifying employees must request their accrued vacation in writing. However, employees are encouraged, and may be required, to take vacation during the "off season."

Section 13.3: Vacation Carry Over

Vacations may be taken at one time during the year, split or taken on a "day-at-a-time" basis, with the appropriate supervisor’s approval.

a. An employee may carry over a maximum of ten (10) days each calendar year, to be taken by June 30th of the following year, with a maximum of one-hundred-twenty (120) hours as a balance at any one time.

b. An employee with more than five (5) years of service may carry over a maximum of one-hundred (100) hours each calendar year, to be taken by June 30th of the following year, with a maximum of one-hundred-sixty (160) hours balance at any one time.

c. An employee with more than ten (10) years of service may carry over a maximum of one-hundred-twenty (120) hours each calendar year, to be taken by June 30th of the following year, with a maximum of two-hundred (200) hours balance at any one time.

d. An employee with more than twenty-one (21) years of service may carry over a maximum of one-hundred-forty (140) hours each calendar year, to be taken by June 30th of the following year, with a maximum of two-hundred-forty (240) hours balance at any one time.

Section 13.4: Miscellaneous Provisions

a. Employees who terminate their employment will receive pay for any accrued vacation days.

b. An employee on vacation on a payday may receive his paycheck prior to leaving provided the request is submitted to the Payroll Department two weeks in advance of the planned time off and if their vacation causes them to be absent at least three (3) business days following the payday.

c. An employee who fails to report to work for two consecutive days after the scheduled return from vacation, and who does not notify the Employer, may be considered to have
voluntarily resigned. In such an event the Union shall be notified in writing of the employee's resignation.

d. In terms of scheduling vacations and resolving any conflicts which may arise, the following procedure will be used:
   - Requests for vacation shall be on a first come, first serve basis.
   - If two requests are made for the same or overlapping time, seniority will determine which request is granted

**Article XIV: Holidays and Personal Days**

**Section 14.1: Holiday Eligibility**

Following completion of the Introductory Period one-hundred-twenty (120) calendar days, employees will be entitled to the following Holiday benefits:

**Regular Full Time Employees:**

- Regular full-time employees will receive double time pay if they work on a Company recognized holiday.
- Regular full-time employees who are not scheduled to work will receive straight time pay for Company recognized holidays.

**Regular Part Time Employees:**

- Regular part time employees shall receive double time pay if they work on a Company recognized holiday.
- Regular part time employees not scheduled to work on a Company recognized holiday will not receive holiday pay.

**Seasonal Employees:**

- Seasonal employees shall receive one and one half (1 ½) times their hourly rate, if they work on a Company recognized holiday.
- Seasonal employees not scheduled to work on a Company recognized holiday will not receive holiday pay.
- Seasonal employees (Skate only) will receive double time their regular hourly rate if they work on Christmas or New Year's Day.

**Section 14.2: Holidays Recognized**

- The Employer recognizes eight (8) holidays annually:

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<thead>
<tr>
<th>New Year's Day</th>
<th>Labor Day</th>
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<tbody>
<tr>
<td>Martin Luther King, Jr. Day</td>
<td>Veterans Day</td>
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<tr>
<td>Memorial Day</td>
<td>Thanksgiving Day</td>
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<tr>
<td>Independence Day</td>
<td>Christmas Day</td>
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- In addition, Regular Full-Time employees are entitled to one (1) Floating Holiday.
- Regular Part Time Employees are entitled to one (1) prorated Floating Holiday.
Section 14.3: Religious Holiday Accommodation

Reasonable time off for recognized religious holidays will be provided without pay. However, eligible employees may draw from their accrued vacation/personal day(s) and/or use their floating holiday. Employees desiring to observe such holidays must request their supervisor's approval, in writing, for time off. Not less than ten (10) business days advance notice is required.

Section 14.4: Miscellaneous Guidelines

In order to be eligible for holiday pay, the following guidelines apply:

- Must work the full-scheduled work day immediately preceding and following the holiday, excluding the floating holiday, and/or
- Be on an approved leave.

This section shall not be construed to make employees on layoff eligible for holiday pay.

Section 14.5: Personal Days

- Regular full-time employees are provided with four (4) personal days per calendar year to be used at their discretion.
- Regular part time employees shall receive three (3) personal days per year.
- Seasonal employees shall receive one (1) personal day per year.
- In addition, seasonal employees having dual responsibilities (Harbors and Skating) are provided with three (3) personal days per year.

Personal days may not be carried over from calendar year to calendar year and requires ten (10) days advance notice to the supervisor. This ten (10) day notice may be waived in extreme emergencies and may require appropriate documentation.

Article XV: Seniority

Section 15.1: Definition

Seniority shall, except in cases of step promotion, lay off, recall or bumping rights, be defined as an employee's overall length of service with the Employer in accordance with the provisions below.

- Each year of service shall be calculated by calendar year (January 1-December 31);
- The formula assumes thirty (30) hours in a work week and (120) hours in a month; that is, consistent with the hourly requirements for a full-time employee; and
- Formula: regular hours worked divided by one-hundred-twenty (120) hours equal seniority in months not to exceed twelve (12) calendar months in a calendar year (as defined in section 12.1).
- Within a reasonable period of time a good faith effort will be made to determine appropriate seniority for individuals employed prior to the new calculation.

Section 15.2: Application of Seniority

a. In the application of seniority for promotions, seniority shall be the determining factor when, among bargaining unit employees involved, the qualifications, skills and abilities
to perform the work in question is relatively equal. The application of seniority shall also be the determining factor when scheduling vacations.

b. For purposes of promotions, lay off, recall and bumping rights, seniority shall be defined as time in a title calculated by months, using the formula in section 15.1 as it pertains to particular title(s). Seniority, as thus defined, shall be applied in all cases of lay off and recall in that the least senior employee(s) in the affected job classification shall be laid off first and the most senior employees in the affected job classification shall be called back first.

c. The Employer agrees that, upon completion of the Introductory Period, all employees shall, after one-hundred-twenty (120) calendar days, have the rights pursuant to this Agreement.

d. Employees who have worked a minimum of one-thousand-five hundred-sixty (1560) hours in a classification maybe eligible for a step promotion within that step classification provided they meet all other criteria.

e. The parties agree that, as the need arises and/or new properties are added or deleted to the Unit, the parties will confer regarding the number of defined slots thirty-six (36) established by the Employer for full time employees.

Section 15.3: New Employees

An introductory full-time regular employee, to include new hires and those hired after loss of seniority, shall have no seniority rights but shall acquire seniority upon completion of his introductory period. After that period, original hire-in date shall be his seniority hire-in date. During the introductory period, the employee shall not have access to the grievance procedure. There shall be no seniority among introductory employees. Introductory employees may be discharged without the right of appeal except where allegations are made regarding discrimination as described in Article VII.

Section 15.4: Termination of Seniority

Seniority shall be terminated for any of the following reasons:

a. Resignation or retirement;

b. Discharge for cause;

c. Absence from work because of lay off (or any other reason other than an approved leave of absence for disability) for a period of time in excess of twelve (12) months.

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

Section 15.5: Filling of Vacancies

The purpose of the procedures for filling vacancies is to provide employees of the Employer the opportunity to compete for promotional vacancies in accordance with the Collective Bargaining Agreement, to provide for upward mobility for employees and to enhance the Employer's ability to fully utilize qualified and skilled personnel throughout the organization.

a. It is the goal of the Employer to promote from within, where it will serve its best interest.

b. When the Employer decides to fill a vacant position, the vacancy will be posted at the Employer's locations and its administrative offices.
c. The notice of vacancy shall be posted on Monday, whenever possible, and remain a minimum of ten (10) business days. The posting shall include the title, location (if known), job description, minimum rate of pay and employment status (full time, part time or seasonal).

d. Applicants will be selected to fill a vacant and posted position based on the applicant's qualifications, skill, experience, performance, education and seniority.

e. If two or more employees are relatively equally qualified, then seniority with the Employer will determine who will fill the vacancy. "Relatively Equally Qualified" shall be based upon bona fide-job related criteria including skills, experience, performance, training and education.

f. An internal applicant who is not selected to fill a vacant position may request to meet with an Employer representative to discuss why he/she did not get the position and how to improve skills and/or qualifications.

Section 15.6: Lay off and Recall

The Employer shall determine whether layoffs are necessary, unless it is 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, part time employees in the affected job classification will be laid off in reverse order of seniority.

c. Finally, full time employees, in reverse order of seniority, will be the last to be laid off.

Employees shall be placed on a recall list for a period of one (1) year. 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 lay off, provided that they are presently qualified to perform 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 Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by 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 Employer with his latest mailing address.

Section 15.7: Bumping Rights

An employee who would otherwise be laid off but has seniority rights in any other title may, to avoid lay off, exercise bumping rights by displacing the most junior employee then occupying a position in that other title. If an employee elects not to bump back into that title, that employee's name then shall be stricken from the seniority list in that title, and he/she then forfeits rights in that title.
Section 15.8: 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 over five (5) calendar days shall be paid at the higher rate for as long as they continue to perform the higher rated duties, retroactive to day one.

Article XVI: Leaves

Section 16.1: Earning Sick Leave

After establishing eligibility of one-hundred-twenty (120) calendar days of employment (Introductory Period) per Section 12.1d all regular full-time employees are granted ten (10) days sick leave on an annual basis (the number of days will be pro-rated the first year).

Following 21 years of employment, all full-time employees shall receive eleven (11) days sick leave.

Section 16.2: Related Guidelines for Sick Leave

The following guidelines apply to the sick leave benefit:

- Sick leave time taken during the Introductory Period first one-hundred-twenty (120 calendar days of employment) shall not be compensated.
- Sick leave may be carried over from year to year with a ceiling of thirty (30) days. Because sick leave is a granted benefit given to each eligible employee, the unused portion will not be paid to an employee upon termination.
- At the discretion of the supervisor an employee may be requested to provide a doctor's verification of illness or be requested to provide a doctor's release to prove his/her fitness to return to work at that time if there is a suspected pattern of abuse such as calling off on Monday/Fridays or right after a holiday or vacation.
- The supervisor may request an employee to provide a doctor's verification of illness at his discretion after three (3) days, or be requested to provide a doctor's release to prove his/her fitness to return to work at that time.
- In the event an employee's use of Sick Leave demonstrates a pattern of abuse, the Employer may request an employee to provide a doctor's verification of illness. Examples of a pattern of abuse include but are not limited to: requests coinciding with employees scheduled days offs, holidays, special events, pay dates or dates denied for other leaves.

The foregoing provisions apply only to regular full-time employees:

- Part-time employees, after establishing eligibility per section 12.1 shall receive six (6) days sick leave.
- Seasonal employees, after establishing eligibility one-hundred-twenty (120 days) shall receive two (2) sick day per year.
- Seasonal employees having dual responsibilities (Harbors and Skating) are provided with four (4) sick days per year.
Section 16.3: Bereavement Leave

Regular full-time employees may be given time off, with pay, for up to three (3) scheduled work days when a death occurs in their immediate family and if an employee has to travel more than two-hundred-fifty (250) miles for the funeral, paid bereavement leave will be paid for up to five (5) days. Immediate family includes your child (including step or adopted), son/daughter-in-law, spouse, domestic partner provided the employee has registered the name of the domestic partner with the Employer's Human Resource Department, parent/parent-in-law, sister/sister-in-law, brother/brother-in-law, grandparent, or grandchild, and a person for whom the employee is court appointed legal guardian. Employees will be paid only for those days they are regularly scheduled to work. Bereavement pay will not be paid automatically if time off is not requested.

Employees may draw from other accrued benefit time and/or request non-paid time for bereavement leave.

Section 16.4: Jury Duty

Time off for jury duty will be provided with pay for full time employees for a maximum of five (5) days. The following guidelines apply:

- Employees may also draw from their accrued vacation benefit and/or use their personal days.
- In special cases, when jury duty would create a hardship on the Employer, it may request that an employee be excused.

An employee who receives a jury summons should immediately notify the immediate supervisor.

Section 16.5: Leave of Absence without Pay

The Employer may grant an employee a leave of absence without pay for a period not to exceed six (6) months. Such leave may be taken during the off-season. An employee requesting such leave shall provide written notice to his supervisor as far in advance as possible, but not less than ten business days absent mitigating circumstances.

After considering the request and the business requirements, the Employer may grant or deny the request. However, leave requests will not be arbitrarily denied.

Section 16.6: Military Leave

Military leaves will be granted in accordance with applicable law.

Section 16.7: Court Leave

In the event an employee is directed by the Employer to appear on its behalf in a court or related legal matter, the employee will be compensated for that time.

Article XVII: Health Benefits

Section 17.1: Basic Benefit

The Employer will continue to provide health benefits now in effect for full-time regular employees, as defined in Section 12.1 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. The Employer agrees to notify the Union if it intends to implement a change in benefits prior to that action. The parties agree to discuss such matters in advance.

The Employer reserves the right to increase deductibles or reduce coverage in order to avoid increasing the Employer’s cost of providing such insurance. Based on budget limitations, if the health care benefit increases by more than twelve percent (12%) on a yearly basis, the Employer reserves the option to assess a portion of any excess beyond the twelve percent (12%) increase to the employee. Or, if the health care premium decreases by more than ten percent (10%) on a yearly basis, the Employer reserves the option to reduce the amount of the insurance premium paid by employees in an amount beyond the ten percent (10%) decrease.

Section 17.2: Life Insurance
The Employer will continue to provide the life insurance benefit now in effect for employees covered by this Agreement. The benefit for eligible employees shall be one times the annual salary.

Article XVIII: Union/Employer Relationships

Section 18.1: Copy of Agreement
The Employer will allow the Union to provide a copy of this Agreement to each employee in the bargaining unit. The Employer shall provide copies to the appropriate supervisors. The parties will bear the printing costs for their individual printing expenses.

Section 18.2: Employee List
On a quarterly basis, the Employer shall furnish to the Union a list of all current employees in an agreed-upon format and transmitted electronically, which shall, include each employee’s first and last name, last four digits of the employees’ social security number, job title, department, work location, home address, personal telephone numbers, person email addresses (if available), birth date, original date of hire, and adjusted date of hire, base hourly pay rate, race, gender, hours worked year to date, overtime hours worked year to date and bonus hours year to date, employee identification number, employment status, i.e., full time, part time or seasonal and member/nonmember status.

On a monthly basis, the Employer shall furnish to the Union a list of all new employees in an agreed-upon format and transmitted electronically, which shall, include each employee’s first and last name, employee identification number, last four digits of the employees’ social security number, job title, department, work location, hire date.

Article XIX: Miscellaneous Provisions

Section 19.1: Uniforms
- The Employer shall furnish appropriate attire and name badges for all employees.
- Employees are required to wear Company provided shirts, hats, and name badges at all times. Further, for the employee’s safety, closed-toe shoes are required for all positions.
• Tender Captains who work an average of 30 hours per week shall be provided $100 for the purchase of an Employer approved foul weather jacket. This will be a one-time benefit.
• As referenced in Section 9.2 and Appendix F, employees will be provided safety equipment/gear on an as needed basis.

Section 19.2: Personnel Files

Employees, and/or the Union representative with the employee’s consent, upon written request to the Employer’s Human Resource Manager will be allowed to inspect and receive a copy of any and all materials contained in their personnel file. Anonymous materials shall not be placed in an employee's personnel file.

A written reprimand that is more than one (1) year old and suspension that is more than eighteen (18) months old will not constitute prior disciplinary action if there are no repeated infractions of the same or similar offense within that time period.

Section 19.3: Transportation Worker Identification Credential (TWIC)

Tender Captains shall receive reimbursement for the TWIC card per the following guidelines:

• At their individual option, such employees who work a minimum of six-hundred (600) hours for the employer in that classification, shall receive, upon written request a one-time reimbursement for the TWIC card. This will be paid within thirty (30) days of written submission and upon proof of hours worked in the previous year.
• Tender Captains who work an average of thirty (30) hours per week shall be provided $100 for the purchase of an Employer approved foul weather jacket; this will be a one-time benefit.

Section 19.4: Transfer Procedures - Chicago Properties

The Employer maintains the right to transfer employees when and/or where it is necessary to increase efficient operations and improve customer service. Employees will be advised as to the reason for their reassignment. The employees being reassigned will be given notification of at least five (5) days in advance of the transfer, except in cases of an emergency.

An employee may request a transfer to another Chicago facility by completing and submitting a copy of a transfer request to his supervisor. Requests will be reviewed and evaluated based on the Employers business requirements.

Section 19.5: Transfer Procedures - Employer's System

Transfers may be considered upon the successful completion of one-hundred-twenty (120) calendar days of continuous service. Interested employees are encouraged to notify their manager, in writing, who will advise the regional vice president. Prior to considering outside applicants, requests will be reviewed and evaluated based on the Employer's business requirements.

Section 19.6: Parking

• Parking cards/passes shall, be issued to Harbor employees who work a minimum of twenty-four (24) hours per week;
- Other such Harbor employees who are scheduled to work less than twenty-four (24) hours per week will be granted facility access by the gate attendant when they are scheduled to work.

Section 19.7: Mileage Reimbursement

The Employer agrees to reimburse all employees who are requested or required to use their personal vehicles for Company purposes. Reimbursement will be in accordance with IRS/Federal Government guidelines. Drivers will be required to provide proof of valid drivers' license and insurance.

Article XX: General 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, 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 XXI: Scope of Bargaining - Entire Agreement

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. It is understood by the parties that the Employer will continue to follow the policies and procedures contained in its Employee Handbook, which is provided to all employees, unless those are expressly in conflict with the terms and conditions 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 of execution of this Agreement shall not affect this understanding.
Article XXII: Term of Agreement

This Agreement shall be in full force and effect from January 1, 2019 to December 31, 2025 and shall continue in full force and effect from year to year thereafter, unless written notice of the desire to change, modify or terminate this Agreement is served in writing by either party at least ninety (90) days, but not more than one-hundred-twenty (120) days prior to the expiration date.

In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date. The Agreement shall remain in full force and effect during the period of negotiations.

Duly Executed by The Parties Hereto:

WESTREC MARINA MANAGEMENT

By: [Signature]
Scott Stevenson, Vice-President

By: [Signature]
James Schumae, Labor Relations, Consultant

By: [Signature]
Ben Alden, Operations Manager

By: [Signature]
Roberta Kane, Administration Manager

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 73

By: [Signature]
Dian Palmer, President

By: [Signature]
Science Meles, Ex. Vice President

By: [Signature]
Sable Russell, Lead Field Organizer

Negotiating Committee

Christine Chico
Michael Czubek
APPENDIX B: STARTING RATE

**Please refer to Appendix B2:” WAGE RATES for all other negotiated annual wage increases.**

<table>
<thead>
<tr>
<th>Title</th>
<th>7/1/2020</th>
<th>7/1/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting Clerk</td>
<td>$14.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Dispatcher</td>
<td>$14.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Dock Attendant I</td>
<td>$14.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Dock Attendant II</td>
<td>$14.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Dock Attendant III</td>
<td>$14.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Dockmaster I</td>
<td>$16.75</td>
<td>$16.75</td>
</tr>
<tr>
<td>Dockmaster II</td>
<td>$17.75</td>
<td>$17.75</td>
</tr>
<tr>
<td>Dockmaster III</td>
<td>$19.75</td>
<td>$19.75</td>
</tr>
<tr>
<td>Harbor Cashier Clerk I</td>
<td>$14.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Harbor Cashier Clerk II</td>
<td>$14.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Harbor Cashier Clerk III</td>
<td>$14.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Lifeguard</td>
<td>$14.50</td>
<td>$15.00</td>
</tr>
<tr>
<td>Marine Inspector</td>
<td>$17.00</td>
<td>$17.00</td>
</tr>
<tr>
<td>Marine Sanitation Inspector</td>
<td>$14.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Marine Sanitation Supervisor</td>
<td>$14.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Pump Out Boat Operator</td>
<td>$14.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Skate Assistant I</td>
<td>$14.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Skate Assistant II</td>
<td>$14.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Skate Assistant III</td>
<td>$14.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Skate Cashier Clerk I</td>
<td>$14.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Skate Cashier Clerk II</td>
<td>$14.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Skate Cashier Clerk III</td>
<td>$14.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Skate Supervisor</td>
<td>$14.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Tender Captain I</td>
<td>$14.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Tender Captain II</td>
<td>$14.50</td>
<td>$15.00</td>
</tr>
<tr>
<td>Tender Captain III</td>
<td>$16.00</td>
<td>$16.00</td>
</tr>
<tr>
<td>Work Crew I</td>
<td>$14.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Work Crew II</td>
<td>$18.00</td>
<td>$18.00</td>
</tr>
</tbody>
</table>
APPENDIX C: SKATE SEASON PAY

The Parties agree to the following effective November 16, 2020:

- All employees receiving $17.50/hour or more during the Harbor Season will receive the rate of $17.50/hour if they accept work during the Skate Season.

- Employees receiving less than $17.50 during the Harbor Season will continue to receive that same rate of pay if they accept work during the Skate Season.

- The Skate Season wage increases will be in alignment with the raises documented in the new contract (see below).

<table>
<thead>
<tr>
<th>Effective Dates</th>
<th>Rate</th>
<th>% Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/16/2020 to 12/31/2020</td>
<td>$17.50</td>
<td></td>
</tr>
<tr>
<td>1/1/2021 to 12/31/2021</td>
<td>$17.85</td>
<td>2.00%</td>
</tr>
<tr>
<td>1/1/2022 to 12/31/2022</td>
<td>$18.25</td>
<td>2.24%</td>
</tr>
<tr>
<td>1/1/2023 to 12/31/2023</td>
<td>$18.65</td>
<td>2.19%</td>
</tr>
<tr>
<td>7/1/2024 to 12/31/2024</td>
<td>$19.05</td>
<td>2.14%</td>
</tr>
<tr>
<td>1/1/2025 to 12/31/2025</td>
<td>$19.50</td>
<td>2.36%</td>
</tr>
</tbody>
</table>
**APPENDIX D: JOB CLASSIFICATIONS**

It is understood that for the duration of the Collective Bargaining Agreement between Westrec Marina Management, Inc. and Service Employees International Union Local 73 effective January 1, 2015, that the following jobs shall be considered to constitute the bargaining unit.

<table>
<thead>
<tr>
<th>Accounting Clerk</th>
<th>Pump Out Boat Operator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dispatcher</td>
<td>Skate Assistant I</td>
</tr>
<tr>
<td>Dock Attendant I</td>
<td>Skate Assistant II</td>
</tr>
<tr>
<td>Dock Attendant II</td>
<td>Skate Assistant III</td>
</tr>
<tr>
<td>Dock Attendant III</td>
<td>Skate Cashier Clerk I</td>
</tr>
<tr>
<td>Dockmaster I</td>
<td>Skate Cashier Clerk II</td>
</tr>
<tr>
<td>Dockmaster II</td>
<td>Skate Cashier Clerk III</td>
</tr>
<tr>
<td>Dockmaster III</td>
<td>Tender Captain I</td>
</tr>
<tr>
<td>Harbor Cashier Clerk I</td>
<td>Tender Captain II</td>
</tr>
<tr>
<td>Harbor Cashier Clerk II</td>
<td>Work Crew I</td>
</tr>
<tr>
<td>Harbor Cashier Clerk III</td>
<td>Work Crew II</td>
</tr>
<tr>
<td>Lifeguard</td>
<td></td>
</tr>
<tr>
<td>Marine Sanitation Inspector</td>
<td></td>
</tr>
<tr>
<td>Marine Sanitation Supervisor</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX E: JOB DESCRIPTIONS

ACCOUNTING CLERK
JOB GROUPING: 5-512A

Location: Chicago
Department: Regional Office

Job Status: Non-exempt

JOB SUMMARY
Under the supervision of the Regional Accountant, performs a range of other clerical duties related to accounting and bookkeeping support functions for the organization.

DUTIES AND RESPONSIBILITIES
- Performs clerical duties, processes accounts and receivables.
- Initiates new accounts set-up.
- Accepts cash/check/credit transactions and properly safeguards per company policies and procedures.
- Mails annual billing statements
- Completes audits for discrepancies on weekly basis
- Inputs inventories for retail stores
- Reconciles daily sales to receipts from Harbor and Skate venues.
- May be required to perform other related duties as assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: A minimum of 2 years previous bookkeeping experience is preferred.

EDUCATION: High School Diploma or equivalent. Minimum 2 years of general accounting classes in college or equivalent experience in previous position.

SKILLS AND ABILITIES: General knowledge of accounting and bookkeeping principles. Required proficiency in ability to operate computers utilizing word processing, spreadsheet, accounting and database software. Ability to learn the Company’s proprietary software ‘FSM’.

WAGE RATE PER APPENDIX B

6/23/16
DISPATCHER
JOB GROUPING: 5-552A

LOCATION: Chicago

DEPARTMENT: Harbors

JOB STATUS: Non-exempt/Seasonal

JOB SUMMARY

Using radio device and/or other communication methods coordinates the pick-up and delivery of patrons using Tender Services.

DUTIES AND RESPONSIBILITIES

- Coordinate’s communication, pick-up and delivery of patrons to and from boats at Monroe Harbor.
- Process and prioritize incoming calls.
- Contacts appropriate emergency personnel and agencies when required.
- Collects certain fees as required, processes cash/credit card transactions using point of Sale System.
- May perform close outs as needed.
- May be required to perform other related job duties.

QUALIFICATIONS

TRAINING AND EXPERIENCE: Previous boating experience helpful. 2 years of experience in the field or in related area. FCC Radio License helpful.

EDUCATION: High School Diploma or equivalent, or evidence of current enrollment.

SKILLS AND ABILITIES: Ability to communicate clearly and professionally using a radio and/or other communication devices. Ability to multi-task in a very busy environment. Ability to respond to and coordinate dispatch requests via radio and to walk-up customers. Ability to assess needs of customer and respond in a decisive professional manner. Ability to operate POS system and to accurately count change. Basic math computation skills. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX

6/23/16
DOCK ATTENDANT I
JOB GROUPING: 9-443A

Location: Chicago
Department: Harbors

Job Status: Non-exempt/Seasonal

JOB SUMMARY
Under the supervision of the Dock Master, provides immediate assistance to customers arriving at the docks and performs a range of customer service duties in a safe, courteous and efficient and professional manner.

DUTIES AND RESPONSIBILITIES
- May collect ramp and/or parking fees following established company procedures.
- Assists boaters while mooring/departing harbors.
- Reads meters and audits dock boxes. Completes appropriate paperwork verifying information.
- Routinely participates in clean-up activities at harbor and adjoining areas to include the Harbor Master office and docks.
- Dispenses fuel as required following all established guidelines.
- May assist Dockmaster in dock check list duties.
- Cleans and maintains workboats as required.
- Routinely monitors property for safety and cleanliness.
- May be required to perform other related duties as assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: Strong preference will be given to candidates with previous customer service experience in a marine environment. Previous boating experience is preferred.

EDUCATION: High School Diploma or equivalent or evidence of current enrollment.

SKILLS AND ABILITIES: Comfortable working around the water. Must be able to swim. Must be able to work in a team environment and support Company objectives. Basic math computation skills. Ability to accurately count change. Knowledge of watercraft is preferred. Must have the ability to work outside in all weather conditions. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX B

6/23/16
DOCK ATTENDANT II
JOB GROUPING: 9-443B

Location: Chicago
Department: Harbors
Job Status: Non-exempt/Seasonal

JOB SUMMARY
Under the supervision of the Dock Master, provides immediate assistance to customers arriving at the docks and performs a range of customer service duties in a safe, courteous and efficient and professional manner.

DUTIES AND RESPONSIBILITIES
• May collect ramp and/or parking fees following established company procedures.
• Assists boaters while mooring/departing harbors.
• Provides prompt and courteous customer service.
• Reads meters and audits dock boxes. Accurately and timely completes appropriate paperwork verifying information.
• Routinely participates in clean-up activities at harbor and adjoining areas to include the Harbor Master office and docks.
• Uses workboat to navigate harbor to pick up trash/debris.
• May dispense fuel as required following all established guidelines.
• May assist Dockmaster in dock check list duties.
• Responsible for re-stocking and maintenance of dock store inventory.
• Regularly monitors fuel levels of gas and diesel supply tanks to ensure continuous supply and keeps manager informed of fuel level.
• Cleans and maintains workboats as required.
• Routinely monitors property for safety and cleanliness.
• May be required to perform other related duties as assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: A minimum of 1560 hours experience is needed with previous boating experience preferred. A candidate with previous customer service employment in a marine environment and or similar services is a plus.

EDUCATION: High School Diploma or equivalent.

SKILLS AND ABILITIES: Ability to communicate effectively with customers and respond in a prompt and courteous manner. Must be able to work in a team environment and support Company objectives. Basic math computation skills. Basic Excel data entry skills. Ability to accurately count change. Knowledge of watercraft is a must. Must have the ability to work outside in all weather conditions. Must be able to swim. Ability to use small power tools. Must be able to operate workboat. Candidate must be able to work with little supervision and be customer service oriented. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX B

6/23/16
DOCK ATTENDANT III
JOB GROUPING: 9-443C

Location: Chicago  
Department: Harbors  
Job Status: Non-exempt/Seasonal

JOB SUMMARY
Under the supervision of the Dock Master, provides immediate assistance to customers arriving at the docks and performs a range of customer service duties in a safe, courteous and efficient and professional manner.

DUTIES AND RESPONSIBILITIES
- May collect ramp and/or parking fees following established company procedures.
- Assists boaters while mooring/departing harbors.
- Provides prompt and courteous customer service.
- Reads meters and audits dock boxes. Completes appropriate paperwork verifying information.
- Routinely participates in clean-up activities at harbor and adjoining areas to include the Harbor Master office and docks. Uses workboat to traverse harbor to pick up trash/debris.
- May dispense fuel as required following all established guidelines.
- May assist Dockmaster in dock check list duties.
- Responsible for re-stocking and maintenance of dock store inventory
- Knowledgeable of marine emergency and spill response procedures.
- Understand and adhere to Company policies regarding spillage, clean up, fuel transport.
- Perform regular general cleanup/maintenance of fuel dock: fuel hoses properly stored and ready for use, and trash disposed of in accordance to Company policies.
- Regularly monitors fuel levels of gas and diesel supply tanks to ensure continuous supply and keeps manger informed of fuel level.
- Perform opening and closing procedures as assigned by supervisor
- Cleans and maintains workboats/vehicles and equipment as required.
- Routinely monitors property for safety and cleanliness.
- May be required to perform other related duties as assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: A minimum of 3,120 hours of experience is needed and familiarity with either sailing, power boating, marina operations or commercial marine activities preferred. Strong preference will be given to candidates with previous customer service employment in a marine environment with similar services. First aid / CPR and water safety courses a plus.

EDUCATION: High School Diploma or equivalent.

SKILLS AND ABILITIES: Ability to communicate effectively with customers and respond in a prompt and courteous manner. Must be able to work in a team environment and support Company objectives. Knowledge of watercraft is a must. Ability to operate a small craft up to 22’ feet is a must. Basic math computation skills. Ability to accurately count change. Basic data entry skills. Must have the ability to work outside in all weather conditions. Must be able to swim. Candidate must be able to work with little or no supervision and is highly customer service oriented. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX B

6/23/16
DOCKMASTER I
JOB GROUPING: 9-445A

Location: Chicago
Department: Harbors

Job Status: Non-exempt/Seasonal

JOB SUMMARY

Under the supervision of the Marina Manager, provides immediate assistance to customers arriving at the docks and performs a range of customer service duties in a safe, courteous, efficient and professional manner. The Dockmaster will be mainly responsible for the operations directly associated with the boating customers. This person must be able to exhibit the flexibility required to handle all parts of the Marina Office, assist the Marina Manager as needed, and takes the supervisory role in absence of the manager. The Dockmaster is responsible for the compilation and reporting of all facets of the Marina.

DUTIES AND RESPONSIBILITIES

- Assists other Dockmasters’ in marina related duties such as securing boats to docks and ensuring safety of others at the facility.
- Perform administrative duties (i.e., correspondence, messages, memos, telephone contacts, etc.) for Marina Manager.
- Provides support, setup and maintenance of all wet slip account files using the Company’s “FSM” proprietary software program.
- Trains other harbor personnel
- Provides appropriate assistance to customers, vendors, officials and staff.
- Routinely inspects and ensures above average appearance of facility.
- Communicates with customers and potential customers and guests in a professional manner at all times. Helps resolves customer disputes in a manner consistent with Westrec philosophy and policy. Refers all disputes outside scope of abilities to Marina Manager.
- May be required to perform other related duties as assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: A minimum of 2,000 hours of work experience. Dock attendant work experience preferred. General boat knowledge, handling and terminology a plus. Candidates with previous customer service employment experience are preferred.

EDUCATION: High School Diploma or equivalent.

SKILLS AND ABILITIES: Exceptional customer service skills is a must. Ability to swim. Ability to communicate effectively with staff and the public in a professional manner. Must have the ability to work outside in all weather conditions. Candidate must be able to work with little supervision. Knowledge of Harbor Regulations. Basic knowledge in “need help securing boat” calls. Ability to learn Company’s FSM proprietary software program. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX B

9/19/16
DOCKMASTER II
JOB GROUPING: 9-445B

Location: Chicago
Department: Harbors

Job Status: Non-exempt / Seasonal

JOB SUMMARY
Under the supervision of the Marina Manager, provides immediate assistance to customers arriving at the docks and performs a range of customer service duties in a safe, courteous, efficient and professional manner. The Dockmaster will be mainly responsible for the operations directly associated with the boating customers. This person must be able to exhibit the flexibility required to handle all parts of the Marina Office, assist the Marina Manager as needed, and takes the supervisory role in absence of the manager. The Dockmaster is responsible for the compilation and reporting of all facets of the Marina.

DUTIES AND RESPONSIBILITIES

- Trains other harbor personnel.
- Assists other DockMasters in marina related duties such as securing boats to docks.
- Perform administrative duties (i.e., correspondence, messages, memos, telephone contacts, etc.) for Marina Manager.
- Provides support, setup and maintenance of all wet slip account files using company’s ‘FSM’ proprietary software program.
- Provide appropriate assistance to customers, vendors, officials and staff.
- Routinely inspects and ensures above average appearance of facility.
- Communicates with customers and potential customers and guests in a professional manner at all times.
- Helps resolves customer disputes in a manner consistent with Westrec philosophy and policy.
- Refers all disputes outside scope of capabilities to Marina Manager.
- Report and document safety hazards, potentially hazardous conditions, unsafe practices and procedures taking correction action.
- May be required to perform other related duties as assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: A minimum of 2,500 hours experience. Dockmaster work experience is preferred. General boat knowledge, handling and terminology a plus. Candidates with previous customer service employment experience are preferred.

EDUCATION: High School Diploma or equivalent.

SKILLS AND ABILITIES: Exceptional customer service skills are a must. Ability to swim. Ability to communicate effectively with staff and the public in a professional manner. Good analytical and problem-solving skills are required. Must be able to work in a team environment and support Company objectives. Must have the ability to work outside in all weather conditions. Candidate must be able to work with little supervision. Proficient ability in use of Company’s FSM proprietary software program. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX B

9/19/16
DOCKMASTER III
JOB GROUPING: 9-445C

Location: Chicago
Department: Harbors

Job Status: Non-exempt/Seasonal

JOB SUMMARY

Under the supervision of the Marina Manager, provides immediate assistance to customers arriving at the docks and performs a range of customer service duties in a safe, courteous, efficient and professional manner. The Dockmaster will be mainly responsible for the operations directly associated with the boating customers. This person must be able to exhibit the flexibility required to handle all parts of the Marina Office, assist the Marina Manager as needed, and takes the supervisory role in absence of the manager. The Dockmaster is responsible for the compilation and reporting of all facets of the Marina.

DUTIES AND RESPONSIBILITIES

- Greets assists and responds to customers in a prompt, courteous and professional manner.
- Helps resolves customer disputes in a manner consistent with Westrec philosophy and policy.
- Refers to issues/problems outside scope of abilities to Marina Manager and/or Regional Manager as necessary.
- Perform administrative duties (i.e., correspondence, messages, memos, telephone contacts, etc.)
- Ensures the safety of customers, guests and other employees.
- Ensures the compliance of safe use of company property, docks and equipment.
- Monitors property and docks on a regular basis to ensure a proper and safe environment.
- Routinely inspects and ensures above average appearance for all areas of property. Picks up trash/debris, notes unsafe lines/ropes on walkways and ensures corrective actions.
- Report and document safety hazards, potentially hazardous conditions, and unsafe practices and procedures.
- Trains other harbor personnel.
- Routinely operates motor and water vehicles and other various mechanized equipment’s.
- Ensures all equipment is clean and safely maintained.
- May be required to perform other related duties as assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: A minimum of 4,800 hours work experience. Dockmaster II experience is preferred. General boat knowledge, handling and terminology a plus. Candidates with previous customer service employment in a public marina, yacht club or a marine environment with similar services is a preferred.

EDUCATION: High School Diploma or equivalent.

SKILLS AND ABILITIES: Exceptional customer service skills are a must. Ability to communicate effectively both verbally and in writing with staff, employees and public. Good analytical and problem-solving skills are required. Ability to communicate effectively with customers and respond in a prompt and courteous manner. Must be able to work in a team environment and support Company objectives. Must have the ability to work outside in all weather conditions. Candidate must be able to work with little or no supervision. Ability to
swim. Thoroughly knowledgeable and proficient in all harbor positions. Proficient in use of Company's FSM proprietary software program. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX B

9/19/16
HARBOR CASHIER CLERK I  
JOB GROUPING: 4-472B

Location: Chicago                Job Status: Non-exempt/Seasonal
Department: Harbors

JOB SUMMARY
Under the general supervision of the Marina Manager, provides courteous, efficient and accurate cashing services all times.

DUTIES AND RESPONSIBILITIES
- Operates POS system, receiving payments of cash, checks and credit card charges from customers or associates for goods, makes accurate change and issues receipts.
- Understands and follows Harbor cash handling policies and procedures.
- Maintains proper security of cash at all times.
- The ability to meet established productivity and sales goals.
- Promptly and courteously greets and assists customers by accurately ringing up sales.
- Follows established Company accounting procedures for opening and closing register and processing deposits.
- Assists in monthly inventory reports
- May be required to perform other related duties as assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: Previous related experience is preferred.

EDUCATION: High School Diploma or equivalent or evidence of current enrollment.

SKILLS AND ABILITIES: Ability to communicate effectively with customers and respond in a prompt and courteous manner. Basic math computation skills. Ability to accurately count change. Ability to operate the cash register. Exceptional customer service skills are a must. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX B

5/3/16
HARBOR CASHIER CLERK II
JOB GROUPING: 4-472C

Location: Chicago  
Department: Harbors  
Job Status: Non-exempt/Seasonal

JOB SUMMARY

Under the general supervision of the Marina Manager, provides courteous, efficient and accurate cashiering services at all times. The Harbor Cashier is responsible for receiving money from and accurately providing change due to the customers, while maintaining a professional level of customer's services at all times. Assists in maintaining store inventory, reporting, and cleanliness.

DUTIES AND RESPONSIBILITIES

- Operates POS system, receiving payments of cash, checks and credit card charges from customers or associates for goods.
- Accurately issues receipts, refunds, credit, or change due to customers.
- Understands and follows Harbor cash handling policies and procedures.
- Maintains proper security of cash at all times.
- Meets established productivity and sales goals
- Promptly and courteously greets and assists customers by ringing up sales.
- Follows established Company accounting procedures for opening and closing register and processing deposits.
- Stocks and rotates inventory.
- Assists in monthly inventory reports.
- May be required to perform other related duties as assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: A minimum of 1,560 hours or more of related work experience is needed.

EDUCATION: High School diploma or equivalent.

SKILLS AND ABILITIES: Ability to communicate effectively with customers and respond in a prompt and courteous manner. Basic math computation skills. Ability to accurately count change. Ability to operate a cash register. Exceptional customer service skills are a must. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX B

6/16/16
HARBOR CASHIER CLERK III
JOB GROUPING: 4-472D

Location: Chicago
Department: Harbors

Job Status: Non-exempt/Seasonal

JOB SUMMARY

Under the general supervision of the Marina Manager, provides courteous, efficient and accurate cashiering services at all times. The Harbor Cashier Clerk is responsible for receiving money from and accurately providing change to customers, while maintaining a professional level of customer service at all times. Assists in maintaining store inventory, reporting and cleanliness.

DUTIES AND RESPONSIBILITIES

- Operates POS system, receiving payments of cash, checks and credit card charges from customers or associates for goods, makes accurate change and issues receipts.
- Knowledge of POS software pricing program. Ability to enter inventory and set-up pricing of items.
- Understands and follows Harbor cash handling policies and procedures.
- Maintains proper security of cash at all times.
- Meets established productivity and sales goals
- Promptly and courteously greets and assists customers by ringing up sales.
- Follows established Company accounting procedures for opening and closing register and processing deposits.
- Stocks and rotates inventory.
- Ability to effectively communicate policies and procedures in a manner easily understood by the customer and associates.
- Maintains proper security of cash at all times.
- Ensures phones are answered promptly and politely utilizing approved script.
- Actively aware of all Harbor promotions, advertisements and merchandise.
- May be required to perform other related duties as assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: A minimum of 2400 hours or more of related work experience is needed.

EDUCATION: High School Diploma or equivalent.

SKILLS AND ABILITIES: Ability to communicate effectively with customers and respond in a prompt and courteous manner. Basic math computation skills. Ability to accurately count change. Ability to operate cash register. Exceptional customer service skills is a must. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX B

6/23/16
LIFE GUARD
JOB GROUPING: 9-447A
LOCATION: 31ST St. Harbor/Chicago  JOB STATUS: Non-Exempt/Seasonal
DEPARTMENT: Harbors

JOB SUMMARY
Ensures the safety of patrons of pool facility by preventing and responding to emergencies.
Enforces rules as necessary and may perform light maintenance as required.

DUTIES AND RESPONSIBILITIES

• Maintains constant surveillance of patrons in the pool area; acts immediately and appropriately to secure safety of patrons in the event of emergency. Enforces pool rules as necessary.
• Responds to emergency situations, administers first aid, CPR, etc., as required until the arrival of emergency medical services.
• When appropriate, performs light maintenance duties in keeping pool area clean, safe and attractive, including but not limited to light maintenance of pool deck, sweeping of pool area and setting out and straightening cushions.
• May assist in collection of fees when public safety is not compromised, other staff is not present and no swimmers are in the pool or more than one lifeguard is present.
• May be required to perform other related duties as assigned.

QUALIFICATIONS

EDUCATION/TRAINING:

• Must have a current Chicago Park District Lifeguarding Card,
• Must have a current American Red Cross Lifeguarding Certificate or equivalent, to include the following components:
  • American Red Cross CPR for Professional Rescuer or equivalent
  • American Red Cross First Aid, or equivalent
  • American Red Cross AED, or equivalent
  • American Red Cross Oxygen Administration or equivalent
  • American Red Cross Bloodborne Pathogens Training or equivalent
• High School Diploma or equivalent or completion of three years of High School with evidence of current enrollment

EXPERIENCE: Previous experience preferred.

SKILLS REQUIRED: Ability to swim and dive proficiently. Knowledge of lifesaving and lifeguarding methods and techniques. Ability to administer first aid and CPR. Ability to professionally interact with the public. Ability to react calmly and effectively in emergency situations. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX B

6/23/16
MARINE SANITATION INSPECTOR
JOB GROUPING: 9-501N

LOCATION: Chicago
DEPARTMENT: Harbors

JOB STATUS: Non-Exempt/Seasonal

JOB SUMMARY
Physically inspects sanitation systems of boats moored in Chicago Harbors for compliance of regulatory requirements. Files appropriate reports timely.

DUTIES AND RESPONSIBILITIES

- Physically performs inspections of marine sanitation systems on boats moored in the Chicago Harbor system.
- Assists Marine Inspector and/or supervisor in enforcing all Chicago Park District and Westrec rules.
- Performs harbor audits and periodic inspections for permit compliance.
- Input’s data into Sanitation Program.
- Files reports in Harbor Master office timely.
- Responds promptly and courteously to customer inquiries and requests for service.
- Reports immediately to supervisor any task beyond scope of ability.
- May be required to perform other related job duties as assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: Previous water craft experience helpful.

EDUCATION: High School Diploma or equivalent, previous credits in environmental sciences or similar protocol experience helpful.

SKILLS AND ABILITIES: Strong customer service skills. Responds promptly and courteously to customer inquiries and requests for service. Proficiency in the ability to speak, write and comprehend English. Ability to work outside in all weather conditions. Ability to walk extensively on uneven surfaces. Ability to board boats of all varieties and to bend, crawl, and stoop in potentially restricted small spaces in order to gain access and visibility of sanitation system. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX B

5/13/16
MARINE SANITATION SUPERVISOR  
JOB GROUPING: 9-500A

LOCATION: Chicago  
DEPARTMENT: Harbors

JOB STATUS: Non-Exempt/Seasonal

JOB SUMMARY

Oversees and ensures the physical inspection of the sanitation systems of boats moored in Chicago Harbors for compliance of regulatory requirements. Ensures appropriate reports are filed timely.

DUTIES AND RESPONSIBILITIES

• Supervises staff and ensures appropriate physical inspections of marine sanitation systems on boats moored in the Chicago Harbor system.
• Enforces all Chicago Park District and Westrec rules.
• Performs harbor audits and periodic inspections for permit compliance.
• Input’s data into Sanitation Program.
• Files reports in Harbor Master office timely.
• Responds promptly and courteously to customer inquiries and requests for service.
• Reports immediately to supervisor any task beyond scope of ability.
• May be required to perform other related job duties as assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: Previous water craft experience helpful.

EDUCATION: High School Diploma or equivalent, previous credits in environmental sciences or similar protocol experience helpful.

SKILLS AND ABILITIES: Strong customer service skills. Responds promptly and courteously to customer inquiries and requests for service. Proficiency in the ability to speak, write and comprehend English. Ability to work outside in all weather conditions. Ability to walk extensively on uneven surfaces. Ability to board boats of all varieties and to bend, crawl, and stoop in potentially restricted small spaces in order to gain access and visibility of sanitation system. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX B

6/15/16
PUMP OUT BOAT OPERATOR
JOB GROUPING: 7-795A

LOCATION: Chicago
DEPARTMENT: Operations

JOB STATUS: Non-Exempt/ Seasonal
REPORTS TO: Operations Manager

JOB SUMMARY

Safely and proficiently operates small vessels that pump out waste holding tanks of recreational vessels.

DUTIES AND RESPONSIBILITIES

• Operates small vessels that pump out waste holding tanks of recreational vessels.
• Demonstrates skill and knowledge of all maritime safety practices, to include boat or rig operational procedures.
• Operates marine equipment as necessary to include: radios, jet pumps, fuel pumps, fenders, anchors and tie-up lines.
• Maintains accurate daily records and submits weekly reports of all work performed.
• Establishes efficient schedule of vessels to pump out.
• May be required to perform other related duties as assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: A minimum of 1 year of related work experience is required. Boat handling experience required.

EDUCATION: High School Diploma or equivalent.

SKILLS AND ABILITIES: Knowledge of and ability to operate hydraulic and pneumatic equipment. Knowledge of and ability to operate and maintain peristaltic pumps. Knowledge of basic boat maintenance. Knowledgeable and proficient in handling a small vessel in close quarters in a safe manner. Knowledgeable in navigation aids. Must be able to conduct professional radio communications. Ability to operate computer or tablet-based applications to enter work data. Uses Personal Protective Equipment (PPE) to ensure a safe working environment. Ability to lift and carry up to 50 pounds. Ability to work outside in all weather conditions. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX B

5/13/16
SKATE ASSISTANT I
JOB GROUPING: 9-443D

LOCATION: Chicago

DEPARTMENT: Ice Rinks

JOB STATUS: Non-Exempt/Seasonal

JOB SUMMARY
Under the supervision of Manager will monitor recreational skate session to ensure rules and policies are being followed by participants on and off the ice.

DUTIES AND RESPONSIBILITIES
- Ensures customers skate in a safe manner.
- Assists in distributing skates to participants before sessions and cleaning and putting away the skates after sessions.
- Ensure skaters conform to all rink and safety rules.
- Sharpens skates, answers telephone and assists with skate rentals.
- Ensure that equipment is organized, maintained and stored safely and appropriately.
- Actively watch skaters in the session for any inappropriate behavior and actively monitors for those in need of physical assistance.
- Ensures proper procedures are followed.
- Notifies Manager immediately of situations beyond scope of ability to handle.
- May be required to perform other related duties as assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: Previous related work experience is preferred.

EDUCATION: High School Diploma or equivalent, or evidence of current enrollment.

SKILLS AND ABILITIES: Candidate must be a proficient ice skater and have the ability to work in adverse weather. Candidate must be able to communicate with customers and respond in a prompt and courteous manner. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX B

5/13/16
SKATE ASSISTANT II
JOB GROUPING: 9-443E

LOCATION: Chicago
DEPARTMENT: Ice Rinks
JOB STATUS: Non-Exempt/Seasonal

JOB SUMMARY
Under the supervision of Manager will monitor recreational skate session to ensure rules and policies are being followed by participants on and off the ice.

DUTIES AND RESPONSIBILITIES

- Ensures that customers skate in a safe manner.
- Assist in distributing skate to participants before sessions and cleaning and putting away the skates after sessions.
- Ensures skaters conform to all rink and safety rules.
- Sharpens skates, answers telephone and assists with skate rentals.
- Ensure that equipment is organized, maintained and stored safely and appropriately.
- Actively watch skaters in the session for any inappropriate behavior and actively monitors those in need of physical assistance.
- Ensure proper procedures are followed.
- Clean ice rink area, skate rental area to ensure a sanitary and pleasant environment.
- Notifies Manager immediately of situations beyond scope of ability to handle.
- May be required to perform other related duties as assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: Minimum of 800 hours of related work experience.

EDUCATION: High School Diploma or equivalent.

SKILLS AND ABILITIES: Candidate must be a proficient ice skater and have the ability to work in adverse weather. Candidate is able to communicate with customers and respond in prompt and courteous manner. Must have strong customer service skills and be able to work with little supervision. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX B

5/13/16
SKATE ASSISTANT III
JOB GROUPING: 9-443F

LOCATION: Chicago    JOB STATUS: Non-Exempt/Seasonal
DEPARTMENT: Ice Rinks

JOB SUMMARY
Under the supervision of Manager will monitor recreational skate session to ensure rules and policies are being followed by participants on and off the ice.

DUTIES AND RESPONSIBILITIES

- Ensures that customers skate in a safe manner.
- Ensure skaters conform to all rink and safety rules. Ensures proper procedures are followed.
- Operate skate rental areas, sharpen skates.
- Maintains accurate daily inventory of rental skates.
- Ensures that equipment is organized, maintained and stored safely and appropriately.
- Actively watch skaters in the session for any inappropriate behavior.
- Actively monitors for those in the session needing physical assistance.
- Develops and maintains collaborative relationships with skate members, guests, and parents in accordance with strategic and operating plans.
- Assist in distributing skate to participants before sessions and cleaning and putting away the skates after sessions.
- Interpret policies, procedures, rules and regulations to the public and staff on site and over the telephone.
- Clean ice rink area, skate rental area to ensure a sanitary and pleasant environment.
- Assist injured skaters with general first aid for minor injuries or appropriate follow-up with more serious injuries.
- Notifies Manager immediately of situations beyond scope of ability to handle.
- May be required to perform other related duties as assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: Minimum of 1,560 hours of related work experience is required.

EDUCATION: High School Diploma or equivalent.

SKILLS AND ABILITIES: Candidate must be a proficient ice skater and have the ability to work in adverse weather. Candidate is able to communicate with customers and respond in prompt and courteous manner. Must have strong customer service skills and be able to work with little or no supervision. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX B

6/16/16
SKATE CASHIER CLERK I
JOB GROUPING: 4-472E

LOCATION: Chicago           JOB STATUS: Non-Exempt/Seasonal

DEPARTMENT: Ice Rinks

JOB SUMMARY
Under the supervision of Ice Rink Manager performs a range of duties such as skate rental, cash handling and customer service.

DUTIES AND RESPONSIBILITIES
- Rents skates and collects appropriate fees following established procedures.
- Maintains, organizes and sanitizes rental skates.
- Performs general clean up tasks in rental areas and office.
- Follows proper procedures regarding opening and closing of register.
- Accurately accounts for all money received during shift.
- Provides information regarding fees, programs, schedules, rental information.
- Provides excellent customer service in all customer interactions.
- May be required to perform other related duties as assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: Previous experience in related work is preferred.

EDUCATION: High School Diploma or equivalent, or evidence of current enrollment.

SKILLS AND ABILITIES: Ability to accurately count change and to successfully operate computerized POS cash register. Ability to stand for long periods of time. Ability to communicate with customers and respond in prompt and courteous manner. Must have strong customer service skills and be able to work with little or no supervision. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX

5/13/16
SKATE CASHIER CLERK II
JOB GROUPING: 4-472F

LOCATION: Chicago

DEPARTMENT: Ice Rinks

JOB STATUS: Non-Exempt/Seasonal

JOB SUMMARY
Under the supervision of Ice Rink Manager performs a range of duties such as skate rental, cash handling and customer service.

DUTIES AND RESPONSIBILITIES
- Rents skates and collects appropriate fees following established procedures.
- Maintains, organizes and sanitizes rental skates.
- Performs general clean up tasks in rental areas and office.
- Provides excellent customer service in all customer interactions.
- Follows proper procedures regarding opening and closing of register.
- Accurately accounts for all money received during shift.
- Help enforce policies and rules to ensure the safety of all guests.
- Provides information regarding fees, programs, schedules, rental information.
- May be required to perform other related duties as assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: Minimum of 800 hours of related experience is preferred. Previous cashiering and cash handling experience is a plus.

EDUCATION: High School Diploma or equivalent.

SKILLS AND ABILITIES: Ability to accurately count change and to successfully operate computerized POS cash register system. Ability to stand for long periods of time. Ability to communicate with customers and respond in prompt and courteous manner. Ability to work with little or no supervision. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX B

6/16/16
SKATE CASHIER CLERK III
JOB GROUPING: 4-472G

LOCATION: Chicago
DEPARTMENT: Ice Rinks

JOB STATUS: Non-Exempt/Seasonal

JOB SUMMARY
Under the supervision of Ice Rink Manager performs a range of duties such as skate rental, cash handling and customer service.

DUTIES AND RESPONSIBILITIES

- Rent skates and collects appropriate fees following established procedures.
- Maintains, organizes and sanitizes rental skates.
- Performs general clean-up tasks in skate rental areas and office.
- Follows proper procedures regarding opening and closing of register.
- Accurately accounts for all money received during shift.
- Provides excellent customer service in all customer interactions.
- Provides accurate information regarding fees, programs, schedules, rental information.
- Enforces policies and rules to ensure the safety of all guests.
- May be required to perform other related duties as assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: Minimum of 1,560 hours of related work experience. Previous cashiering and cash handling experience required.

EDUCATION: High School Diploma or equivalent.

SKILLS AND ABILITIES: Must have good cash handling skills and be able to operate a computerized POS system. Ability to accurately count change. Ability to stand for long periods of time. Basic math computation skills. Ability to communicate with customers and respond in prompt and courteous manner. Ability to work with little or no supervision. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX B

6/16/16
TENDER CAPTAIN I
JOB GROUPING: 7-900C

LOCATION: Chicago
DEPARTMENT: Harbors

JOB STATUS: Non-exempt
REPORTS TO: Marina Manager

JOB SUMMARY
Operates tender vessels providing prompt, courteous and safe passage of customers to and from their boats.

DUTIES AND RESPONSIBILITIES
- Operates tender vessels following established Coast Guard regulations and Company guidelines.
- Performs basic maintenance tasks of Tender Vessel: checking fluids, cleaning bilges, cleaning decks, replacing fuses and light bulbs.
- Consults and notifies Manager regarding needed repair outside the scope of basic maintenance.
- Keeps accurate record of tender occupancies as required and complies with all cash control procedures.
- Answer radio calls in the event the Dispatcher is unavailable and other staff are not present.
- May assist in maintaining cleanliness of Tender office and Harbor.
- May be required to perform other related duties as assigned.

QUALIFICATIONS

CERTIFICATIONS/ LICENSES:
1. Must possess Coast Guard Tender Captain License
2. Must possess FCC Radio License
3. Must possess Transportation Work Identification Card (TWIC)
4. CPR/First Aid certified

TRAINING AND EXPERIENCE: Entry-level experience.

SKILLS AND ABILITIES: Responds promptly and courteously to customer requests for service. Ability to swim and work in adverse weather conditions. Ability to provide man-overboard rescues. Must be able to work in a team environment and support Company objectives enthusiastically. Observes safety and security procedures. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX

6/28/16
TENDER CAPTAIN II
JOB GROUPING: 7-900D

LOCATION: Chicago
DEPARTMENT: Harbors Manager

JOB STATUS: Non-exempt
REPORTS TO: Marina

JOB SUMMARY
Operates tender vessels providing prompt, courteous and safe passage of customers to and from their boats.

DUTIES AND RESPONSIBILITIES
- Operates tender vessels following established Coast Guard regulations and Company guidelines.
- Performs basic maintenance tasks of Tender Vessel: checking fluids, cleaning bilges, cleaning decks, replacing fuses and light bulbs.
- Consults and notifies Manager regarding needed repair outside the scope of basic maintenance.
- Keeps accurate record of tender occupancies as required and complies with all cash control procedures.
- Answer radio calls in the event the Dispatcher is unavailable and other staff are not present.
- May assist in maintaining cleanliness of Tender office and Harbor.
- May be required to perform other related duties as assigned.

MINIMUM QUALIFICATIONS
CERTIFICATIONS/LICENSES:
1. Must possess Coast Guard Tender Captain License
2. Must possess FCC Radio License
3. Must possess Transportation Work Identification Card (TWIC)
4. CPR/First Aid certified

TRAINING AND EXPERIENCE: A minimum 1200 hours of Tender Captain Experience on Lake Michigan

SKILLS AND ABILITIES: Responds promptly and courteously to customer requests for service. Ability to swim and work in adverse weather conditions. Ability to provide man-overboard rescues. Must be able to work in a team environment and support Company objectives enthusiastically. Observes safety and security procedures. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX

6/28/16
TENDER CAPTAIN III
JOB GROUPING: 7-900E

LOCATION: Chicago
DEPARTMENT: Harbors Manager

JOB STATUS: Non-exempt
REPORTS TO: Marina

JOB SUMMARY
Operates tender vessels providing prompt, courteous and safe passage of customers to and from their boats.

DUTIES AND RESPONSIBILITIES

- Operates tender vessels following established Coast Guard regulations and Company guidelines.
- Performs basic maintenance tasks of Tender Vessel: checking fluids, cleaning bilges, cleaning decks, replacing fuses and light bulbs.
- Consults and notifies Manager regarding needed repair outside the scope of basic maintenance.
- Keeps accurate record of tender occupancies as required and complies with all cash control procedures.
- Answer radio calls in the event the Dispatcher is unavailable and other staff are not present.
- May assist in maintaining cleanliness of Tender office and Harbor.
- May be required to perform other related duties as assigned.

MINIMUM QUALIFICATIONS

CERTIFICATIONS/ LICENSES:
1. Must possess Coast Guard Tender Captain License
2. Must possess FCC Radio License
3. Must possess Transportation Work Identification Card (TWIC)
4. CPR/First Aid certified

TRAINING AND EXPERIENCE: A minimum of 2400 hours of Tender Captain experience on Lake Michigan.

SKILLS AND ABILITIES: Responds promptly and courteously to customer requests for service. Ability to swim and work in adverse weather conditions. Ability to provide man-overboard rescues. Must be able to work in a team environment and support Company objectives enthusiastically. Observes safety and security procedures. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX

6/28/16
WORK CREW I
JOB GROUPING: 8-962A

LOCATION: Chicago
JOB STATUS: Non-Exempt
REPORTS TO: Work Crew Supervisor/Operations Manager

JOB SUMMARY

Provide basic construction/maintenance assistance as directed for the harbors.

DUTIES AND RESPONSIBILITIES

• Assists Work Crew Supervisor and other Work Crew employee(s) as requested in tasks, such as:
  • Harbor construction and maintenance
  • Demolition
  • Repair Projects
  • Seasonal winterization of docks
  • Installation and removal of buoys
  • Bubbler system and other ice prevention systems
• Demonstrates skill and knowledge of all maritime safety practices, to include boat or rig operational procedures.
• Operates marine equipment as necessary.
• May be required to perform other job-related duties assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: One to 2 years minimum work experience. Basic construction experience. Additional supplemental training may be required in welding, carpentry, equipment operation and general maintenance.

EDUCATION: High School Diploma or equivalent.

SKILLS AND ABILITIES: Knowledge of and ability to safely operate hydraulic and pneumatic equipment. Knowledge of and ability to safely operate mobile and stationary pump-out systems. Ability to safely operate welding, grinding and cutting equipment. Ability to operate tugs and other marine vessels in a safe manner. Ability to lift and carry up to 50 pounds. Ability to work outside in all weather conditions. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX B

6/23/16
WORK CREW II
JOB GROUPING: 8-962B

LOCATION: Chicago

REPORTS TO: Work Crew Supervisor/Operations Manager

SUPERVISION GIVEN: Oversees Work Crew I

JOB SUMMARY
Provides basic construction/maintenance assistance to the Harbors.

DUTIES AND RESPONSIBILITIES

• Assists Work Crew Supervisor and other Work Crew employee(s) as requested in tasks, such as:
  • Harbor construction and maintenance
  • Demolition
  • Repair Projects
  • Seasonal winterization of docks
  • Installation and removal of buoys
  • Bubbler system and other ice prevention systems

• May conduct needs assessment at each harbor as directed.

• Demonstrates skill and knowledge of all maritime safety practices, to include boat or rig operational procedures.

• Operates marine equipment as necessary.

• May be required to perform other related duties as assigned.

QUALIFICATIONS

TRAINING AND EXPERIENCE: 4680 hours minimum work experience. Previous construction experience required. Additional supplemental training may be required in welding, carpentry, equipment operations and general maintenance.

EDUCATION: High School Diploma or equivalent.

SKILLS AND ABILITIES: Knowledge of and ability to operate hydraulic and pneumatic equipment. Knowledge of and ability to operate mobile and stationary pump-out systems. Ability to operate welding, grinding and cutting equipment. Ability to operate tugs and other marine vessels in a safe manner. Ability to lift and carry up to 50 pounds. Ability to work outside in all weather conditions. Ability to work varied hours/days, including nights, weekends and holidays as required.

WAGE RATE PER APPENDIX B

6/23/16
APPENDIX F: SAFETY EQUIPMENT

The following equipment/gear will be provided as appropriate:

- Protective gear bag
- Rubber boots
- Gloves (work, liners and/or rubber)
- Hard hat
- Ear plugs or ear muffs for hard hat
- Back brace
- Knee pads
- Welding equipment: leathers, gloves, glasses or face shield
- Safety glasses
- Life Jackets
- Dust mask: welding or regular
- Respirators, as appropriate
- Latex gloves
- First aid kits at all locations
- MSDS sheets

Subject to annual review by the Labor-Management Safety Committee.
APPENDIX G: SKATING GRIEVANCES-SEE ATTACHED LETTER

November 12, 2015

Sandra Russell-Goergen
Vice President of Human Resources
Westrec Companies

Re: Settlement Agreement between Westrec and SEIU Local 73 on Skating Grievance

The Parties Westrec and SEIU Local 73 agree to the following:

- Westrec and SEIU Local 73 agree to the settlement of $14,500.00 to be paid as indicated in the attached chart document of individuals and the rate of pay they shall receive.
- We are also in agreement with Westrec on retroactive pay as specified in the email document of 11-11-15.
- We are also in agreement the paragraph in the 11-11-15 email titled, Full Time Positions Based on Business Needs.
- All employees receiving $14.50/hour or more during the Harbor Season will receive the rate of $14.50/hour if they accept work during the Skate Season.
- Employees receiving less than $14.50 during the Harbor Season will continue to receive that same rate of pay if they accept work during the Skate Season.
- The Skate Season wage increases will be in alignment with the raises documented in the new contract (see below).

<table>
<thead>
<tr>
<th>Effective Dates</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/16/2015 to 12/31/2015</td>
<td>14.50</td>
</tr>
<tr>
<td>1/1/2016 to 12/31/2016</td>
<td>14.75 1.75%</td>
</tr>
<tr>
<td>1/1/2017 to 12/31/2017</td>
<td>14.98 1.50%</td>
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<td>1/1/2018 to 6/30/2018</td>
<td>15.12 1.00%</td>
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<td>7/1/2018 to 12/31/2018</td>
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<td>1/1/2019 to 6/30/2019</td>
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<tr>
<td>7/1/2019 to 12/31/2019</td>
<td>15.58 1.00%</td>
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</tbody>
</table>

Sincerely,

[Tatiana Zityn]
Vice President

[Signature]
Sandra Russell-Goergen
Vice President of Human Resources
APPENDIX H-IRM PREMIUM PAY/RIG PAY

April 15, 2009

Mr. Dale Jackson, Division Representative
Service Employees International Union, Local 73
300 South Ashland Avenue, Suite 400
Chicago, IL 60607

RE: Appendix B
Memorandum of Understanding re Wages-Bargaining Unit/IRM Premium Pay/Rig Pay

Dear Mr. Jackson:

As a corollary to the 2009-2013 Westrec Marina Management, Inc. / SEIU, Local 73 Collective Bargaining Agreement, I am confirming our understanding related to the above subjects.

Wages
It is understood that for the duration of the Collective Bargaining Agreement, between the parties hereto, that effective January 1, 2009, the following general wage increases will be in effect.

A. Effective January 1, 2009, all bargaining unit employees shall receive a 3% increase in their current wages.

B. Effective January 1, 2010, all bargaining unit employees shall receive a 3% increase in their current wages.

C. Effective January 1, 2011, all bargaining unit employees shall receive a 2.75% increase in their current wages.

D. Wages are open for renegotiation in 2012 and 2013; the parties will meet at least ninety (90) days prior to December 31, 2011 to bargain on this matter.

Re-Opener Details

- The Union may present its economic proposal as well as 3 non-economic proposals

- Only the above topics are subject to collective bargaining
IRM
Ice Resurfacing Machine (IRM) hourly premium pay shall be as follows:

A. 2009: $9.50
B. 2010: $9.75
C. 2011: $10.00
D. IRM hourly premium pay is open for renegotiation in 2012 and 2013: the parties will meet as detailed above.

RIG PAY
No changes were negotiated in the 2009-2013 Collective Bargaining Agreement. To confirm the parties our understanding:

Any employee who is assigned to work on the "Big Rig" and/or "Little Rig", as defined by the Company, and whose pay rate is less than the entry level rate of Work Crew 1, shall receive the entry level Work Crew rate per hour for all hours worked on the "Big Rig" and/or "Little Rig."

Duly executed by the Parties Hereof:
WESTRIG MARINA MANAGEMENT, INC.

By: 
Scott Stevenson, Vice President

By: 
James G. Schuman, Labor Relations Consultant to WestRig Marina Management

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73

By: 
Dale Jackson, Director

By: 
Christine Chico, Negotiating Committee

By: 
Christine Chico, Negotiating Committee

By: 
Dale Jackson, Director

Dated: 

[Signature]

[Signature]

[Signature]

[Signature]
APPENDIX I - ALCOHOL AND DRUG POLICY

EXHIBIT F: CBA POLICY AND PROCEDURES FOR ALCOHOL & DRUG TESTING CPD

THE MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, SALE OR USE OF ALCOHOL, CONTROLLED SUBSTANCES OR ILLEGAL DRUGS IN THE WORK PLACE, IN COMPANY VEHICLES, OR WHILE ON DUTY, IS PROHIBITED.

Westrec Companies must have a drug and alcohol-free environment in order to protect the health and safety of the public and employees. Therefore, it is a Company policy requirement that its employees not report to work under the influence of alcohol or controlled substances, possess or utilize such substances while they are subject to work, or have their ability to work impaired as a result of the use of alcohol or controlled substances either on or off duty.

STATEMENT OF POLICY

Employees employed by Westrec Companies are prohibited from:

1. Manufacturing, distributing, dispensing, selling, possessing, or using alcohol or a controlled substance or illegal drug on Company property, in Company vehicles, or while off the premises performing work for the Company; or
2. Reporting for work or performing work under the influence of alcohol or a controlled substance or illegal drug; or
3. Using Company property or one's position to facilitate the manufacture, distribution, sale, dispensation, possession or use of a controlled substance, alcohol or illegal drug.

SCOPE

Drug & Alcohol Testing is divided into the following areas:

a. Pre-Hire
b. Post-accident Testing
c. Testing for Reasonable Suspicion
d. Return-to-duty and Follow-Up Testing
e. Test results
f. Testing after Lay-Off
g. Disciplinary Action
h. Inspections and Searches

DEFINITIONS
Drug Testing means the scientific analysis of urine, blood, breath, saliva, hair, tissue, and other specimens of the human body for the purpose of detecting a drug or alcohol.

**PROCEDURES**

A. **Pre-Hire Testing**
All applicants with conditional job offer must submit to and pass a drug and alcohol test prior to start date. Individuals with a negative test result will be notified and given a formal start date. Individuals with a positive test result will be advised.

B. **Post-Accident Testing**

Post-accident drug and alcohol testing on the employee must be completed as soon as practical following an accident where:

1. A life was lost.
2. There is an accident where any individual is injured and requires medical attention.
3. There is an accident involving damage of material and/or equipment. Special consideration shall be given to whether the accident occurred through no fault of the employee or the employee appeared to be at fault in whole or part.

Post-accident alcohol testing should be done within two (2) hours of the accident. If testing cannot be done within this time limit, the employer must maintain a file that explains why the testing was not done. If the test is not done within eight (8) hours of the accident, it should not be done. A file explaining this decision must also be kept.

Post-accident drug testing should be done within thirty-two (32) hours of the accident. If testing cannot be done within this time limit, the employer must maintain a file that explains why the testing wasn’t done.

Post-accident testing will be done by a licensed medical clinic and/or hospital.

Employees must submit to post-accident testing. If an employee refuses to be tested, he or she cannot continue on the job. A refusal to test will be treated as if the employee had tested positive.

C. **Testing for Reasonable Suspicion**
Reasonable suspicion testing for drugs and alcohol must be based upon:

1. Specific, clearly stated observations concerning the appearance, behavior, speech or body odors of the employee detected by a supervisor.
2. Observations made just before, during or just after work.
3. The supervisor will, whenever possible, request that a witness observe the questionable behavior.

Documentation of the grounds to require drug testing for reasonable suspicion must be made and signed by the Supervisor within 24 hours of the observed behavior.

Reasonable suspicion testing will be done by a licensed medical clinic and/or hospital.
Alcohol testing for reasonable suspicion must be done within two (2) hours of the observations. Testing that cannot be done within eight (8) hours should not be done. An employee cannot return to work until his/her alcohol concentration is less than 0.02 or that 24 hours have passed.

**D. Return-to-duty and Follow-up Testing**

1. A return-to-duty alcohol test is required for those who violated the alcohol prohibitions of this policy and are returning to work. A test result of less than 0.02 is required. Follow-up testing is required for those who return to work. This testing will be done during working hours.

A minimum of four (4) unannounced tests are required the first year back on the job. Follow-up testing cannot exceed one (1) year from the date of the employee's return-to-duty.

2. A return-to-duty drug test is required for those who violated the drug prohibitions of this policy and are returning to work. A negative test result is required. This testing will be done during working hours.

Follow-up testing is required for those who return to work. A minimum of four (4) unannounced tests are required the first year back on the job. Follow-up testing cannot exceed one (1) year from the date of the employee's return-to-duty.

3. A return-to-duty drug and alcohol test is required for those Employees returning to work following an 1) Accident or 2) Worker's Compensation injury/illness. A negative test result is required. This testing will be done during working hours.

**E. Test Results**
The initial and confirmatory test levels are fully set forth in Exhibit "A."

**Drugs**

1. In a split sample test, if the primary test sample is positive, the MRO notifies the employee to report the positive test results and to determine if there is a medical reason for the drug use. If the employee can document why the drug is being taken and if the MRO finds it is a legitimate medical use, the test may be reported as negative to the employer.

2. The employee then has 72 hours to request a test of the split specimen, (a) If the employee makes this request, the MRO directs the lab, in writing, to send the split specimen to another DHHS-certified lab for the confirmation testing, (b) If the employee has not contacted the MRO within 72 hours, but provides documentation that the MRO finds to be a legitimate explanation for failing to make contact, the MRO can order an analysis of the split specimen.

3. If the analysis of the split sample or the re-analysis of the single sample does not confirm the presence of a drug, the MRO cancels the test and reports this to the employer and the employee.

4. All drug testing results are interpreted by the MRO. After this review, the results are given to the employer by any means of communication. Within
three (3) days of the review, however, the MRO must provide the employer with a signed, written notification of the test results.

5. The employee has a right, on request, to obtain written test results.

6. The employee has a right, on request, to explain in a confidential setting, a positive test result.

**Alcohol**

1. Screening test is done first. If the reading is 0.02 or over a confirmation test must be done using EBT (Evidential Breath Testing) device that prints out the results, date and time of the test. If the screening and confirmation test results are not the same, the confirmation test result is used as the final result.

2. The technician administering the test (referred to as "BAT") must show the employee the test result as shown on the EBT device. Both the BAT and the employee sign and date the test form.

3. For all types of alcohol breath testing, the regulations call for the use of an EBT device as approved by the National Highway Safety Administration and the approved Breath Alcohol Testing Form. All alcohol testing must be done by a BAT who has been trained and certified in the use of the EBT device and the testing procedure.

**F. Testing After Lay-off or Leave of Absence**

Any employee who has been called back to work from a lay-off of more than thirty (30) days or has returned to work from a leave of absences of more than thirty (30) days may be required to submit to a drug and alcohol test.

**G. Disciplinary Action**

For Reasonable Suspicion or Return-to-Duty and Follow-up the employee will not be scheduled to work until the test results are complete and both employee and the company have been advised of said results in writing.

Employees being tested under the post-accident policy (no Reasonable Suspicion) will immediately be returned to duty if physically able. An employee who is sent out for testing, whether it is Reasonable Suspicion, or Random, will be compensated at their regular rate of pay from the time they are sent out for such testing up to and including the day and time the actual results are made available by the MRO.

The employer will pay reasonable transportation costs to current employees if the required tests are conducted at a location other than the employee's normal work site. If the test result is positive and/or inconclusive and requires further confirmatory tests the employee will be suspended without pay pending the outcome of the confirmatory test.

An employee who tests positive on a confirmatory test (Post Accident, Reasonable Suspicion, Random) who does not timely and successfully refute the test results by explanation or retesting will be required to participate in a drug or alcohol counseling, rehabilitation, or treatment program, whichever is more appropriate, as determined jointly by the employee and the
Company after consideration of a chemical dependency evaluation and consultation with appropriate health professionals.

The cost of any such program and the time off to participate in any program will be the responsibility of the employee. Failing to provide proof of enrollment and/or continued participation in such a program will result in immediate termination. The first-time failing employees who are otherwise eligible will sign an Employee Rehabilitation Agreement (Exhibit B of this policy); should he/she refuse they will be subjected to emergency suspension pending discharge. In addition, the first-time failing employees may be subject to discipline, transfer or other personnel action.

An employee who tests positive on a confirmatory test for the 2nd time within 3 years from the date of the first time the employee failed a drug and/or alcohol test will sign another Employee Rehabilitation Agreement and should they refuse, they will be suspended pending discharge.

Only employees who have successfully completed twelve (12) months of employment will be considered for a rehabilitation/treatment program requiring leaves of absences.

Refusal to take a required drug or alcohol test, or attempting to adulterate, dilute, or contaminate a urine specimen, will result in disciplinary action up to and including termination.

An employee returning to work post rehabilitation following either a positive drug/alcohol test (Post Accident, Reasonable Suspicion) will be subject to random drug/alcohol testing for a period of nine (9) months following the completion of such a program. An employee who subsequently tests positive for drug/alcohol may be subject to disciplinary action up to and including termination.

An employee who has voluntarily checked him/herself into a drug or alcohol counseling, rehabilitation, and/or treatment program (whichever is more appropriate) on more than two occasions will be subject to a random drug/alcohol testing for a period of no more than nine (9) months upon their return from leave. An individual who subsequently tests positive for drugs/alcohol during this period may be subject to disciplinary action up to and including termination.

When an employee intentionally returns from leave following an absence for drug or alcohol counseling, rehabilitation and/or treatment program they must show proof of sobriety and also submit a negative test result prior to their first day of re-entry into the work force.

**H. Inspections and Searches**

1. Westrec may conduct unannounced general inspections and searches for drugs or open containers of alcohol on Westrec premises or in Westrec vehicles or equipment wherever located. Employee cooperation is mandatory.

2. Illegal drugs, drugs believed to be illegal, and drug paraphernalia found on Westrec property will be turned over to the appropriate law enforcement agency and the full cooperation given to any subsequent investigation.
Substances that cannot be identified as an illegal drug by a layman's examination will be turned over to a forensic laboratory for scientific analysis.

3. Other forms of contraband, such as firearms, explosives, and lethal weapons, will be subject to seizure during an inspection or search. An employee who is found to possess contraband on Westrec property or while on Westrec business will be subject to disciplinary action up to and including discharge.

4. If an employee is the subject of a drug-related investigation by Westrec or by a law enforcement agency, the employee may be suspended without pay pending completion of the investigation,

**CONFIDENTIALITY REQUIREMENTS**

All drug and alcohol test-related information maintained in connection with the Drug and Alcohol Policy is considered confidential. Those personnel having legitimate access to this information are required to restrict conversations to only those on a minimum need-to-know basis, but must otherwise maintain total confidentiality of test results and violations.

**Consent of Employee**

Each employee will be supplied with a copy of this policy and will execute a document acknowledging receipt of this policy.

**EXHIBIT A**

**INITIAL/CONFIRMATORY TEST LEVELS (ng/ml)**

Detection levels for controlled substances will be based on the levels established by the governing Federal Authorities using the Department of Health and Human Services guidelines.

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<th>Nanograms per Milliliter (ng/ml)</th>
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<td>25</td>
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<tr>
<td>Amphetamines</td>
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</tr>
<tr>
<td>Barbiturates</td>
<td>300</td>
</tr>
<tr>
<td>Propoxyphene</td>
<td>300</td>
</tr>
<tr>
<td>Benzodiazepines</td>
<td>300</td>
</tr>
</tbody>
</table>

66


<table>
<thead>
<tr>
<th>Drug</th>
<th>Nanograms per Milliliter (ng/ml)</th>
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</thead>
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<td>2000</td>
</tr>
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<td>Benzodiazepines</td>
<td>300</td>
</tr>
<tr>
<td>Alcohol</td>
<td>.02</td>
</tr>
</tbody>
</table>

CONIRMATORY DRUG CUTOFF LEVELS

EXHIBIT B
EMPLOYEE REHABILITATION AGREEMENT

I, ________________________________ understand that Westrec Company has agreed to continue my Employment provided that I meet and satisfy each of the following conditions:

1. Only employees who have successfully completed 12 months of employment will be considered for a rehabilitation/treatment program requiring leaves of absences.
2. I will immediately enroll in and successfully complete the rehabilitation program, including any follow-up program(s) recommended by the rehabilitation counselor and approved by the Company.
3. If my treatment includes in-patient treatment, I will report for an appropriate work assignment on completion of the in-patient program, and released to return to work by my counselor or other appropriate health professionals.
4. I will cooperate with the designated Company representative in disclosing information concerning my progress in and completion of the required rehabilitation program follow-up treatments.
5. I will abstain from the use of any illegal substances and will not report to work while under the influence of alcohol or illegal drugs.

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6. I will comply with and submit to all random follow-up drug and/or alcohol testing at the discretion of the Company in conjunction with and as a part of my rehabilitation program designed by my counselor or other appropriate health care professional. Such tests will be during working hours. I understand and agree that if I fail to satisfy any of the conditions listed above, I may be subject to discharge. I understand this agreement is not a guarantee of employment and that I may be subject to discharge for any reason (including but not limited to poor work performance, absenteeism, and conduct rule violation) notwithstanding my compliance with this Agreement.

I have read and understand the conditions of this Agreement and accept them voluntarily as a constructive part of recovery. I also acknowledge that these conditions are being provided to me as an alternative to the termination of my employment.

_________________________  _______________________
Employee Name - Print        Date

_________________________  _______________________
Employee Name - Signature     Date

_________________________  _______________________
Supervisor Name              Date

_________________________  _______________________
Supervisor Signature         Date

EXHIBIT C
EMPLOYEE CONSENT AND RELEASE

I, __________________________ hereby acknowledge receipt of a copy of Westrec Companies Policy and Procedures for Alcohol and Drug Testing. I give my consent to, and authorize the Company's designated facility to perform specimen collection and testing, as provided for in the Policy, necessary to determine the presence and/or level of drugs or alcohol in my body when so requested by the company in accordance with the Policy and Procedures for Alcohol and Drug Testing.

I further authorize the facility conducting the drug test to release to the Medical Review Officer (MRO) used by the company the test results and other information relating to the administration of the drug testing program. I authorize the Medical Review Officer to release to the company the fact that I submitted to a drug and alcohol test, the date and the location of the test, the identity of the person or entity performing the test, and whether the test is positive or negative.

I realize that my refusal to sign this form constitutes insubordination and a violation of the Policy and Procedures for Alcohol and Drug Testing and for such refusal I may be subject to disciplinary action up to and including termination.

Prior to signing, should employees have any questions concerning this Consent and Release Form, they should address the questions to their manager.

A copy of this consent form shall be valid as original.
EXHIBIT D

DRUG TEST PROCEDURES TENDER CAPTAINS DOT REQUIREMENTS

The Company is concerned about employees being under the influence of alcohol and/or drugs at work and the use of such substances in the work environment. The Company is also concerned about the possession, distribution, purchase or sale of illegal drugs and controlled substances in the work environment.

These activities may adversely affect an employee's work performance, efficiency, safety and health, and therefore seriously impair his/her value as an employee. In addition, they constitute a potential danger to the welfare and safety of others. Therefore, the Company has implemented and supports the following Substance Abuse Program.

The Department of Transportation (DOT) requires, and the Coast Guard has established, minimum drug and alcohol testing requirements for the Merchant Marine Industry, as outlined in Title 49, Code of Federal Regulations (CFR), and Part 40. These requirements are applicable to crewmembers, which mean an individual who is:

a) On board a vessel acting under the authority of a license, Certificate of Registry (COR), or Merchant Mariners' Document (MMD) issued under this subchapter, whether or not the individual is a member of the vessel’s crew: or

b) Engaged or employed on board a vessel in the United States that is required by law or regulation to engage, employ, or be operated by an individual holding a license, certificate, of registry.

Currently the employment of classifications of Tender Drivers falls under this safety sensitive requirement. These employees will hereafter be designated as “crewmembers” and as such will be subject to all regulatory controls as defined under 49 CFR, Part 40.

PROHIBITED CONDUCT
1. Reporting to work or returning to duty following breaks or meal periods, or while on Company premises, using, consuming, or working under the influence of alcoholic beverages, illegal drugs, or controlled substances regardless of when or where the alcohol and illegal drugs and controlled substances consumed. Employees who engage in prohibited conduct are subject to immediate disciplinary action, up to and including, termination.

   Safety sensitive employees are prohibited, by law, from using alcohol within four hours before performing a covered function, or from reporting for duty or remaining on duty in a safety sensitive position while having an alcohol concentration of 0.02 percent or greater.

2. Any employee who, while on Company premises, sells, distributes, possesses, offers for sale or distribution any illegal drugs or controlled substances will be subject to immediate disciplinary action up to and including discharge.

3. Refusing to submit to alcohol and/or drug testing when based upon reasonable suspicion shall be treated as a positive test and that person shall be considered medically "unqualified" to perform in safety sensitive positions.

4. Performance in safety sensitive functions for eight hours after an accident or until tested.

**DRUGS THAT ARE TESTED FOR**

All urine specimens are analyzed for the following drugs:

1. Marijuana (THC metabolite)
2. Cocaine metabolite
3. Amphetamines
4. Opiates metabolites (including Heroin)
5. Phencyclidine (PCP)

**RESPONSIBILITIES OF THE EMPLOYEE**

Employees must provide a urine sample for drug testing and a blood or breathe sample for alcohol testing when directed by their marine supervisor/employer.

**OCCASIONS FOR DRUG AND ALCOHOL TESTING**

**Pre-employment:** A crewmember must pass a drug test before the Company may employ him or her or give a commitment of employment. The prospective employee must pass the test before being employed, not merely take the test.

A prospective employee need not be tested if that person has proof that, within the previous six months, he or she passed any Coast Guard required drug test, or has during the previous six months been subject to Coast Guard required random testing for at least 60 days and has not
failed or refused a test. The employer is not required to exempt prospective employees from pre-employment testing.

**Reasonable Cause:** The Company shall require any crewmember that is reasonably suspected of using a dangerous drug to be chemically tested for dangerous drugs.

When the Company determines that reasonable cause to require a test exists, the individual will be informed of that fact and directed to test as soon as practicable. An entry concerning the basis of reasonable cause, the direction to test given the crewmember and any refusal or other response will be noted.

1) The decision to test will be based on a reasonable and articulated belief that the individual has used a dangerous drug based on direct observation of specific, contemporaneous physical, behavioral or performance indicators of probable use. Where practicable, this belief will be based on the observation of the individual by two persons in supervisory positions.

2) There must be some physical, behavioral, or performance indications of use or intoxication. Indicators include, but are not limited to, an individual's speech, behavior or appearance. Drugs and drug paraphernalia in clothing and personal property, or concealed in vessels or elsewhere, may also prove reasonable cause since these two are physical indicators. Smoke, breath and body odors may provide evidence. Slurred and incoherent speech, lack of coordination and balance, nodding and dozing off on watch, inability to report for duty, frequent or extended unexplained absences from assigned duties, sudden and extreme changes of mood or attitude and many other observable variables are examples of some conditions which could constitute a reasonable cause.

**Post-Accident:**

When a marine casualty, discharge of oil, or release of a hazardous substance occurs, the Company will make a timely, good faith determination as to whether the occurrence is or is likely to become a serious marine incident. The Company will ensure that all persons directly involved in a marine accident are chemically tested for evidence of dangerous drugs and alcohol in accordance with the requirements of 46 CFR 4.06. A.

**Random:**

The Company will select crewmembers for chemical testing of dangerous drugs on a random, unannounced basis. Random selection of individual crewmembers means that every member of a given population has a substantially equal chance of selection on a scientifically valid basis. The testing frequency and selection process shall be such that an employee's chance of selection continues to exist throughout his or her employment. The total number of random tests will equal at least 50% of all the safety sensitive employees. Some employees may be tested more than once each year; some may not be tested at all depending on the random selection.

**Periodic:**
Whenever a person is required to have a physical examination under Coast Guard regulations, a drug test must be included. The results of those tests must be submitted to the Coast Guard for issuance or renewal of license and Merchant Mariner's Documents.

Periodic tests are the responsibility of the individual mariner, not the marine employer.

**EDUCATION**

Employees in qualified categories will attend meetings of approximately one (1) hour concerning alcohol/substance abuse and the Company's policy on a drug-free workplace. Supervisors and managers will receive a minimum of one (1) hours of training in dealing with substance abuse problems. The Drug and Alcohol Policy will be posted on all bulletin boards where practicable.

**EMPLOYEE ASSISTANCE PROGRAM**

Substance abuse (alcohol and drug) should be considered a medical problem. When substance abuse affects an employee's work performance and/or attendance, the employee is considered to have an abuse problem. The employee will be encouraged to immediately seek adequate medical or professional assistance. Information on substance abuse and the resources that are available will be included in each information packet.

The Company encourages any employee with an alcohol or drug problem to ask for help. Every effort will be made to ensure that all employees' substance abuse problems will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action or who are required to be involved in the disciplinary procedure.

**HOW IS DRUG TESTING DONE**

The employee provides a urine specimen in a location that affords privacy. The "collector" seals and labels the specimen then completes a chain of custody document and prepares the specimen and accompanying paperwork for shipment to a drug testing laboratory. The specimen collection procedures and chain of custody ensure that the specimen's security, property identification and integrity are not compromised. Suspected alcohol use will be analyzed by an evidentiary breath testing device (EBT).

Individuals covered by this plan will be referred to the Company's designated Medical Review Officer (MRO) and ensures specimens are analyzed by qualified Department of Health and Human Services (DHHS) laboratories.

If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the employee has 72 hours to request that the original sample be retested. It is important to note that only the MRO can order a retest of the original sample. The cost of this must be absorbed by the person being tested.

Verified positive tests, refusals, and verified adulterated, diluted or substituted specimen cases will be reported to the U.S. Coast Guard.
“If an individual holding a license or certificate of registry or Merchant Mariners Documents fails a chemical test for dangerous drugs, the individual’s employer or perspective employer shall report the test results to the nearest Coast Guard Office in charge of Marine Inspections. The individual shall be denied employment as a crewmember or removed from duties, which directly affect the safe operation of the vessel as soon as practical and can expect revocation of their Coast Guard license, while those individuals testing positive for alcohol abuse may be either suspended or revoked. Civil penalties up to $1,000 can be levied for intoxication (blood alcohol level greater than .04) while on board a commercial vessel (46-CRF Part-5)”

Management Information System

By March 15TH of each year the collection of the data will be submitted by Human Resources at Westrec Marinas to:

Commandant at 2100 Second Street SW, Washington DC 20593-0001
APPENDIX J- WESTREC EMPLOYEE HANDBOOK

Please refer to the Employer's separate handbook
APPENDIX K - DISPATCHER HOURLY RATE OF PAY

MEMORANDUM OF UNDERSTANDING

July 23, 2016

Sandy Russell-Goergen,
Vice President of Human Resources
Westrec Companies

RE: Dispatcher Hourly Rate of Pay

This MEMORANDUM OF UNDERSTANDING is made by and between Service Employees International Union Local 73 (hereinafter referred to as the "UNION") and Westrec Marina Management, Inc. (hereinafter referred to as the "Employer").

The parties mutually agree that the term of the current collective bargaining agreement shall continue in full force and effect from January 1, 2016 through December 31, 2019.

The parties further mutually agree that, the job title of Dispatcher will receive the following wage adjustments:

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<tr>
<td>July 1, 2019</td>
<td>$14.00</td>
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</table>

All bargaining unit members in the title of Dispatcher will continue to receive and will be in alignment with the raises outlined in Appendix B2: Wages of the current collective bargaining agreement. Full retroactive pay if any shall be made promptly.

Sandy Russell-Goergen
Vice President of Human Resources

By: ____________________________
    Science Meles, Assistant Division Director

By: ____________________________
    Taalib-Din Ziyad, Vice President
APPENDIX L - REGULAR FULL TIME

Appendix D

Memorandum of Understanding between
Service Employees International Union, Local 73
and Westree Marina Management, Inc.

Service Employees International Union, Local 73 ("SEIU Local 73") and Westree Marina Management, Inc. ("Westree") (collectively, "the Parties"), agree as follows:

WHEREAS, in 2015, the Parties entered into a Collective Bargaining Agreement effective January 1, 2015 through December 31, 2019 (the "CBA"); and

WHEREAS, Section 12.1 of the CBA defines Regular Full Time ("FT") Employees as "Employees who are normally scheduled to work thirty (30) hours or more per week; such employees will work a minimum of one-thousand-fifty-six (1560) hours annually; Regular Part Time ("PT") Employees as those who are "normally scheduled to work less than thirty (30) hours per week and between one-thousand-eighty (1080) and one-thousand-fifty-nine (1559) hours annually; such employees will work a minimum of one-thousand-eighty (1080) hours annually; and Seasonal ("S") Employees as those who are "hired for a limited period of time. At the end of that period, the employment relationship is concluded. Such employees may be hired on either a full time or part time basis and are not eligible for Employer benefits except as noted herein;" and

WHEREAS, on November 12, 2015, the parties entered into a settlement agreement in which the parties agreed that the Parties "were also in agreement the paragraph in the 11-11-15 email titled, Full Time Positions Based on Business Needs," which such settlement agreement was included as Appendix B1 in the CBA; and

WHEREAS, the "Full Time Positions Based on Business Need" paragraph from the November 11, 2015 email referenced in Appendix B1 stated the following:

In response to Science's e-mail yesterday, we reviewed our staffing and do need to add four additional full time positions, for a total of 26. This decision is based on our current staffing needs, which may change. (For example, this number may go down if we are not successful in landing the Millennium Park contract.) This decision is independent of the fact that some employees happen to have worked more than 1560 hours—as I said, it is based on Westree's current staffing needs. The contract does not provide for automatic reclassification to full time upon reaching 1560 hours. As you suggested, going forward, Westree will monitor more closely the number of hours each part time or seasonal employee is given.

As I said in an earlier e-mail, during the bargaining process, you and Science told us that the Union understood that Westree cannot maintain 36 full time positions and that the Union would not hold this number over our head. If that is no longer the Union's position, please let me know as soon as possible.

WHEREAS, although Section 5.1 of the CBA reserves broad management rights for Westree, Section 15.2(e) of the CBA provides that "[t]he parties agree that, as the need arises
and/or new properties are added or deleted to the Unit, the parties will confer regarding the number of defined slots thirty-six (36) established by [Westrec] for full-time employees' ("Defined FT Slots") but the Parties acknowledge that they have not regularly conferred as this section contemplates; and

WHEREAS, Westrec has had between 16 and 21 Defined FT Slots during the current CBA, and made SEIU Local 73 contemporaneously aware of this by providing semi-annual reports showing the number of FT Employees; and

WHEREAS, in January 2019, Westrec's analysis indicated that it needed to increase the number of Defined Full Time Slots to 23 and therefore Westrec provided notice to the Union that it intended to fill those slots by changing several employees' status to or from FT, PT, or S ("Status Changes") in accordance with the number of hours the employees worked in 2018; and

WHEREAS, a dispute has arisen regarding the appropriate method Westrec should use to determine which employees will be subject to Status Changes; and

WHEREAS, SEIU Local 73 has filed a grievance relating to the Status Changes that Westrec put into effect in 2018 and has raised an informal objection to Westrec's planned Status Changes for 2019; and

WHEREAS, Westrec has voluntarily delayed the implementation of the 2019 Status Changes to allow the Parties time to come to a common understanding of the appropriate process for handling Status Changes under the current CBA and the parties' past practice; and

WHEREAS, the Parties seek to memorialize their common understanding in writing; and

WHEREAS, the Parties wish to improve their daily working relationship through more frequent good faith communication.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Status Changes are not automatically implemented based on the number of hours worked. Status Changes are implemented as set forth herein.

2. As Westrec has done in the past, and will continue to do, in early January of each year, Westrec will pull an annual report of all hours worked, including paid leave hours, by FT, PT, and S employees in the previous calendar year. Westrec will notify any FT Employee who worked fewer than 1,560 hours in the previous calendar year (as "hours worked" is defined in Paragraph 3) that his or her status may change to PT in the following year if they do not work 1,560 hours in the current calendar year. Based on the data in this annual report and Westrec's forecasted business needs for the upcoming year, Westrec will determine whether, as contemplated by Section 15.2(e) of the contract, the number of Defined FT Slots should increase, decrease, or
stay the same. If Westrec determines that the number should increase or decrease, the Parties will confer in good faith regarding the appropriate number of Defined FT Slots before Westrec implements any such change. Even if Westrec determines that the number of Defined FT slots should decrease, the employees holding the Defined FT slots shall remain FT unless such employees worked, as hours worked is defined in Paragraph 3 of this MOU, less than 1,560 hours in the previous two calendar years. There will be no need to confer if Westrec determines that the number of Defined FT slots should stay the same. If, after a good faith attempt to confer, the Parties cannot come to an agreement regarding Westrec’s proposed increase or decrease in the number of Defined FT Slots, Westrec will implement its recommendation, but (1) in no event may Westrec move a FT employee to PT or S status unless such employee has worked less than 1,560 hours in the previous two calendar years, and (2) SEIU Local 73 may, if it deems appropriate, pursue the Grievance Procedure in Article X of the CBA. The Parties have conferred through their attorneys and agree with Westrec’s determination that for the year 2019, the number of Defined FT Slots is 23.

3. In addition, as it has in the past and will continue to do, Westrec will review the annual report to determine whether any Status Changes are appropriate. Except as specifically limited in the Parties’ CBA or in this Memorandum of Understanding, the Parties agree that Westrec has the discretion to determine which employees will be subject to Status Changes. During its annual review, Westrec may not change the status of any FT Employee unless they worked fewer than 1,560 hours in the previous two calendar years and Westrec may not change the status of any PT Employee, to make them a Seasonal Employee unless they worked fewer than 1,080 hours in the previous two calendar years. For purposes of this analysis, hours worked is defined as the number of hours for which an employee was paid and includes (1) regular and overtime hours worked; (2) paid leave, including paid vacation, holidays, sick, and personal hours; and (3) unpaid leave such as FMLA leave, bereavement leave, jury duty, military leave, court leave, or disability leave if supported by appropriate documentation. Hours worked does not include any forms of unpaid leave not mentioned above, including a voluntary sabbatical.

4. Moreover, as it has in the past and will continue to do, if Westrec observes during its annual true-up that an FT Employee resigned or was terminated during the previous year, but their slot had not yet been filled, or if there is a need for another FT Employee, Westrec will select an employee to fill that slot from the pool of PT Employees who worked 1,560 hours or more in the previous year, as “worked” is defined in paragraph 3 above. In making such a determination to select an employee, Westrec shall select the PT Employee with the most seniority who has worked 1,560 hours or more in the previous year, provided that such PT Employee has the qualifications, skills, and experience to perform the FT Employee job responsibilities.

5. Westrec agrees to make a good faith effort to schedule all FT Employees for at least thirty hours per week and PT Employees for at least 1,080 hours per year. The Parties recognize that some employees choose not to work all their scheduled hours and that an employee’s failure to work 1,560 or 1,080 hours may be due to an employee declining the offered hours.

6. The Parties agree to meet four times each year on or about the third Wednesday of January, April, July, and October at the Parties’ offices in Chicago (“Quarterly Meetings”). The Parties will hold the January and July meetings at Westrec’s office and the April and October
meetings at SEIU Local 73's office. At least two representatives from each Party will attend each Quarterly Meeting in person. Additional Party representatives may attend by telephone. At every Quarterly Meeting, the parties will have good faith discussions regarding pending issues, including but not limited to any anticipated material changes in Westrec's operations and reviewing and discussing each employees' hours worked to date for purposes of Status Changes, their estimated hours for the remainder of the calendar year, and reasons why any employees are not on track to reach 1,560 (FT) or 1,080 (PT) hours.

7. At each January Quarterly Meeting, in addition to the topics set forth in the previous paragraph, the Parties will confer in good faith regarding proposed changes to the number of Defined FT Slots. In addition, at the January Quarterly Meeting, Westrec will notify SEIU Local 73 of any employee(s) who will be subject to a Status Change. Westrec will provide this notice before informing the affected employee(s).

8. SEIU Local 73 has withdrawn its Grievance No. GV180332 and advised the arbitrator that the arbitration has been canceled. SEIU agrees not to pursue a grievance regarding Westrec's Status Changes for 2019 or the number of Defined FT Slots (23) for 2019. As of the execution of this Agreement, the Parties agree that the attached list identifies the individuals that shall have one of the twenty-three (23) Defined FT slots in 2019 effective April 1, 2019.

9. The Parties agree that the persons who sign this Memorandum of Understanding have the authority to bind the Parties.

10. The Parties agree that this Memorandum of Understanding shall be appended to the CBA as Appendix D.

Signed:

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 73

By: [Signature]
Science Melo
Executive Vice President

By: [Signature]
Sable Russell
Field Organizer

Dated: March 26, 2019

WESTREC MARINA MANAGEMENT,
INC.

By: [Signature]
Scott Stevenson
Executive Vice President

By: [Signature]
Patrice Polo
Vice President of Human Resources

Dated: March 26, 2019
Attachment to Memorandum of Understanding Dated March __, 2019

List of Full Time Union Employees After 2019 Status Changes

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<thead>
<tr>
<th>Total Employees</th>
<th>Last Name</th>
<th>First Name</th>
<th>Original Hire Date</th>
<th>Total Hours</th>
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