

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

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

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at Section 21.6 in the current collective bargaining agreement (CBA), from January 1, 2019 to June 30, 2023, are to be superseded by the following provisions until such a time as a successor contract has been agreed upon by the Parties.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

**A. Effective Date.**

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

**B. Eligible Employees.**

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

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

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

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

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

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

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

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

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

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

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

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

**D. Coordination with Other Policies.**

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

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

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

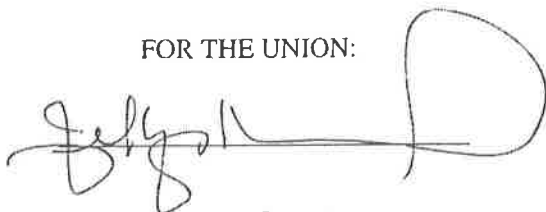
If a Park District holiday occurs while the employee is on Paid Parental Leave, such day will be classified as holiday pay; however, such holiday pay will not extend the total Paid Parental Leave entitlement.

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

**E. Requests for Paid Parental Leave.**

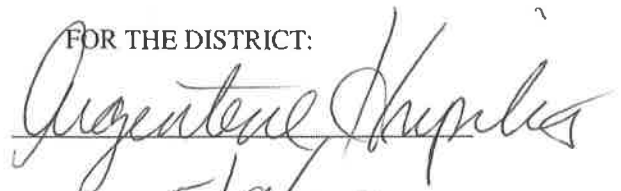
All requests for FMLA Leave should be directed to the Eligible Employee's Region Human Resources Manager. The Eligible Employee must request Paid Paternal Leave at a time reasonably contemporaneous with the anticipated or actual birth, adoption, or placement of a child. The Park District requires that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

FOR THE UNION:



Date: 5-8-23

FOR THE DISTRICT:



Date: 5/9/23

