

**ARTICLES OF AGREEMENT**  
**BETWEEN**  
**THE PARK DISTRICT OF OAK PARK**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**(SEIU) LOCAL 73**  
**APRIL 1, 2024 - MARCH 31, 2028**

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**ARTICLES OF AGREEMENT**  
**THE PARK DISTRICT OF OAK PARK**  
**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NO. 73**

THIS AGREEMENT made and entered into this 19<sup>th</sup> day of December 2024, by and between the PARK DISTRICT OF OAK PARK, Cook County, State of Illinois, hereinafter called the "Employer;" and LOCAL NO. 73, SERVICE EMPLOYEES INTERNATIONAL UNION, hereinafter called the "Union."

**ARTICLE I - RECOGNITION, SECURITY AND DUES**

**Section 1.** The Park District recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining over hours, wages and certain other conditions of employment. The bargaining unit shall consist of all full-time employees in the following classifications:

- A. General Maintenance Worker
- B. Building Specialist
- C. Technician
- D. General Maintenance Worker – PM Shift

Excluded are those supervisors -who possess the authority to effectively recommend the hiring or firing of, or disciplinary action towards, subordinates, or any individual who has access to information confidential in nature pertaining to the Park District's labor relations activities.

The provisions of this Agreement are effective only to the extent permitted by law.

**Section 2.** With respect to any employee from whom the Union receives a voluntary authorization form provided by the Union, and signed by the employee, the District shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Union. The District shall forward such amount to the Union within fifteen (15) calendar days after the close of the pay period for which the deductions are made together with a list of persons from whom they have been deducted and the amount deducted from each and a list of persons who had authorized deductions and from whom no deduction was made and the reason, therefore.

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 District and the Union, whichever occurs first.

The District, upon receipt of a written notification from the Union, shall deduct from the wages of such employee the amount specified on the card as a regular contribution to SEIU COPE. The DISTRICT will regularly remit such sums deducted for that purpose to the UNION. The



UNION shall indemnify, defend and hold the District harmless against any claim, demand, suit, or liability arising from any action taken by the District in complying with this Article.

## **ARTICLE II - MANAGEMENT RIGHTS**

**Section 1.** The Park District shall retain the sole right and authority to operate the affairs of the Park District and all departments for which Union members are present in all its various aspects including, but not limited to, all rights and authority exercised by the Park District prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the Park District's right to determine its mission and set standards of service offered to the public; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted in all of its departments or by its employees; to assign and transfer employees; to hire, promote, demote, suspend, discipline or discharge for just cause, or release employees due to lack of work, shortage of budgeted funds, or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

**Section 2.** Employees identified as supervisors shall not do work regularly assigned to bargaining unit employees except for instructional purposes and in emergency situations.

## **ARTICLE III - DISCRIMINATION, DISCHARGE AND DISCIPLINE**

**Section 1.** The Park District and the Union shall not discriminate against any employee because of age, sex, marital status, sexual orientation, race, creed, color, religion, national origin, political belief or Union activity, and guarantee the "equal pay for equal work" policy as dictated by Federal Statutes. The Park District agrees not to discriminate against members of the Union or to engage in unfair labor practices. It is the Park District's policy to encourage the employment of disabled persons who, with reasonable accommodation, can perform the essential functions of a job. This Section shall not be interpreted in a manner which will cause discrimination against disabled persons.

**Section 2.** The Park District will provide reasonable accommodations to any employee who has a mental or physical disability and/or who is experiencing a medical limitation on their ability to perform their essential job functions as a result of pregnancy, childbirth or a related medical condition commonly associated with pregnancy or childbirth provided it does not pose an undue hardship to the business operations. These issues will be addressed on a case-by-case basis with consideration of the nature of the essential job functions involved and the restrictions/limitations of the affected employee. The District may offer temporary light duty work assignments if available as a form of reasonable accommodation but there is no obligation for the District to create work where there is no business need to have the work performed. Temporary restricted/limited work assignments will not be offered to an employee unless the employee presents medical documentation that they are reasonably expected to be released to return to their position within a reasonable period of time either with or without other reasonable accommodations from the District. The Union agrees to cooperate with the District in the interactive discussion process to review the available options about reasonable accommodations when requested by the employee to participate in those discussions.



**Section 3.** No non-probationary employee may be discharged, suspended, disciplined or otherwise penalized without just cause. In cases where the Park District believes that an employee's job performance has become unsatisfactory, such as when an employee is believed to be careless or excessively absent or tardy, the Park District will notify the Union in writing of such belief, and the Union and the Park District shall cooperate in investigating the matter and taking corrective measures, if warranted. If the Park District contemplates severe disciplinary action beyond a reprimand, then the Park District will notify the Union in writing of such belief, and the Union will promptly acknowledge in writing receipt of such notice. The Union need not acknowledge receipt of simple warnings or reprimands in which the Park District does not state that severe disciplinary action is contemplated. No warnings or reprimands shall be considered for purposes of disciplinary actions after twenty-four (24) months from the date of the warning or reprimand unless a pattern of sustain infractions exists for the same and/or similar offense.

It is not the intent of this section to preclude the Park District from taking immediate termination action (or from skipping progressive discipline steps in appropriate cases when necessary and supported by just cause.

**Section 4.** The right to employ, discipline and discharge for just cause shall be vested solely in the Park District. Nothing herein shall be construed as stipulating the number of employees to be employed by the Park District, providing, however, that the Park District shall not reduce the number of employees without prior written ten (10) days' notice to the Union. When the Employer deems it necessary, an employee may be suspended from employment with the Employer when the employee is arrested for engaging in criminal activity. If the Employer determines, in good faith, that the employee's alleged criminal activity occurred in or on, or in any way involved, Employer's funds, property, vehicles or equipment, or private or other public property in the care and/or custody of the Employer, or in any way occurred during or involved the employee's duties and responsibilities in his position with the Employer, or involved official misconduct or a breach of the public trust, such suspension may at the Employer's discretion be without pay and benefits. Suspensions for alleged criminal activity outside the scope of the above situations shall be with full pay and benefits.

An employee's suspension without pay or benefits shall not last longer than the time necessary for the tribunal deciding the employee's case to issue a sentence or verdict or for the Employer to complete its internal investigation, if any, and take appropriate action based thereon, whichever first occurs. An employee who pleads or is found guilty or pleads no contest, whether to the same or to a lesser criminal charge than that for which he/she has been suspended, maybe disciplined up to and including discharge as of the time the verdict is reached or the pleading entered. If the tribunal finds the employee not guilty or the charges are otherwise completely dismissed, the employee will be reinstated to work with the Employer.

Notwithstanding the foregoing, this section shall not in any manner, restrict the right of Employer to otherwise suspend employees for reasons other than engaging in criminal activity or to otherwise discipline employees, up to and including discharge, in accordance with the provisions of the Employer's Personnel Manual and this Agreement.



## ARTICLE IV - SENIORITY

**Section 1.** For the purpose of this Agreement, seniority shall be defined as the employee's length of continuous service in a bargaining unit position since the employee's last date of hire. The Park District shall provide the Union on an annual basis a list that designates the employees' seniority as well as years of service within the agency in a bargaining unit position.

**Section 2.** When it becomes necessary to reduce the working force, the last person hired shall be laid off first; and if the working force thereafter be increased, employees shall be recalled in the reverse order in which they were laid off, subject to the employee's qualifications to perform the work for which they are being recalled. The Park District shall give not less than seven (7) calendar days' notice of recall in writing to the employee's last known address. A failure to report for work prior to expiration of such notice period shall result in the loss of all seniority rights under this Agreement. No notice of recall need be given in cases where the Park District and the Union agree to waive notice when it is apparent to them the particular employee will not return. In addition, those employees laid off as a result of a reduction in the work force will be given a minimum of thirty (30) calendar days of prior notice of termination, except in the event of emergency (in which case as much notice as is practical is required). During this notice period, the Park District will allow the employee up to five (5) working days off without loss of pay to search for alternate employment after scheduling such time off with the supervisor. For purposes of this Section only, an "emergency" includes an act of God, extreme weather, pandemic, etc.

**Section 3.** Whenever a vacancy occurs in any job covered by this Agreement, said job shall be posted for bidding in a conspicuous place for a period not to exceed seven (7) working days, and all employees may apply for the job. The posting shall contain a full description of the job duties, starting time and rate of pay. Seniority shall be the governing factor in filling the vacancy provided the employee has all of the qualifications stipulated by the Park District to perform the job.

**Section 4.** Selection and preference as to the time of taking vacations shall be granted to employees on the basis of seniority, except that the Park District may depart from seniority in vacation scheduling where it is required in order to maintain normal operations of the department in which event, the Union shall be notified as soon as possible of the departure from seniority.

**Section 5.** Probation shall be defined as a period of time starting with the employment date and running at least six (6) months unless the Park District notifies the employee and the Union, in writing, as to the intention of the Park District to extend the probationary period. Should a probationary employee receive a promotion or be transferred to another department, a new probationary period will commence. An employee on probation due to a transfer or promotion to another department may voluntarily transfer back to his/her prior position within thirty (30) calendar days of the date of transfer or promotion occurred provided it is still available; the employee is in good standing and the employee has the present qualifications to perform the available work in the prior position.

A Department Head may discharge an employee during the probationary period provided the Department Head states the reason for discharge in a "Notice of Personnel or Payroll Change," it is approved by the Executive Director, and furnished to the probationary employee. Such



discharge shall not be subject to the appeal procedure. "Cause" is not required for discharge of a probationary employee.

**Section 6.** For the purpose of this Agreement, the term "promotion" shall be defined as an advancement of an employee to a higher paying position.

## **ARTICLE V - VACATIONS**

### **Section 1. Vacation Leave Accrual.**

Eligible full-time employees accrue vacation benefits per pay period. Any increases in accrued vacation benefits due to length of service will occur during the pay period in which the employee's anniversary date falls. There will be no accrual of vacation time during any unpaid leave of absence. Employees are required to take vacation as either a 1/2-day increment or a full day increment unless being used for FMLA leave. The hours are defined based on classification and pay type. For example: 3.75/4 hours for 1/2 day or 7.5/8 hours for a full day.

The amount of accrued vacation benefits will be based on the employee's length of service as follows:

- A. From the date of hire through the completion of the second year of continuous service, the employee earns vacation time at the rate of 3.08 hours per pay period for a maximum of ten (10) days annually, however an employee is not permitted to use any vacation for the first two months of employment.
- B. From the start of the third year of service through the completion of the fifth year of service, the employee earns vacation time at the rate 4.62 hours per pay period days per month for a maximum of fifteen (15) days annually.
- C. From the start of the sixth year of service through the completion of the tenth year of service, the employee earns vacation time at the rate of 6.15 hours per pay period for a maximum of twenty (20) days annually.
- D. From the start of the eleventh year of service through the remaining years of service, the employee earns vacation time at the rate of 7.69 hours per pay period for a maximum of twenty (25) days annually.

Employees are to pick vacation periods by order of seniority when it is possible for the Park District to arrange same. Vacations shall be scheduled from January 1st to December 31st. Employees will be allowed to carry-over a maximum of five (5) unused vacation days per calendar year. Any excess days will be forfeited.

### **Section 2. Miscellaneous Time Off Use and Pay Terms.**

- A. An additional day of vacation shall be allowed to an employee whose vacation period includes one of the holidays listed in Article XV, if the holiday is a normally scheduled workday for the employee.

- B. While on approved leave of absence, an employee will not experience a break in service.
- C. Any employee with six or more months of continuous service with the District will be compensated for any earned and accrued vacation at the time of termination provided the employee has given a minimum of two (2) weeks' advance notice prior to the date of separation in the event of resignation.
- D. The employee must return all District owed equipment and uniforms or the value of the items will be deducted from the employee's final paycheck if not timely returned prior to the employee's last day of employment.

**Section 3. Paid Leave Act Waiver.** The Parties agree that the paid time off provisions in this Agreement satisfy the District's obligations under the Cook County Paid Leave Ordinance and the Illinois Paid Leave for All Workers' Act; conflicting provisions are waived.

#### **ARTICLE VI - SICK LEAVE**

**Section 1.** All employees shall earn one sick day per month of service. Employees may accumulate a total of two hundred forty (240) days of sick leave.

**Section 2.** Employees must notify their supervisor by telephone no later than one (1) hour prior to the scheduled workday. When notifying the supervisor, employees must indicate what illness and/or injury prevents them from reporting to work, when they will be able to return to work and identify the location from which they will be recovering and a telephone number at which they can be reached during their recovery. Employees must keep their supervisor informed of their condition each subsequent day of absence after the initial one unless permission is granted otherwise.

The Department Head may require an employee to produce a statement from a health care professional for any non-service-connected illness and/or injury which prevented the employee from reporting to work three (3) or more consecutive workdays. The health care statement must state the reasons why an employee was unable to report for work.

Employees who fail to contact their supervisor for three (3) consecutive workdays as described above are considered to have voluntarily resigned. An employee may be reinstated only upon demonstrating extenuating circumstances to Executive Director. Medical certification may also be requested by the Park District when an employee experiences multiple illnesses of shorter periods and/or absences due to illness and/or injury on the day of, before, or after a holiday or other paid time off.

If a pattern of sick leave occurs, the Park District reserves the right to impose discipline, up to and including discharge. For the purposes of this Section, a pattern of abuse shall include but not be limited to a total of three (3) or more absences within a six (6) month period that occur before or after a holiday, before or after a scheduled day off, on three (3) Mondays or on three (3) Fridays, or a combination thereof.



**Section 3.** As mutual protection for the employee and the Park District, may require an employee to submit to a physical examination by a designated physician when in the Executive Director's opinion, the performance of the employee has become limited or weakened by impaired health. The physical will be at the Park District's expense. The Executive Director may require the employee to conform to the physician's recommendations as a condition of continued employment with the Park District unless the employee submits evidence to the contrary.

**Section 4.** Employees who are absent from work due to illness the day before and/or the day after a holiday or their scheduled benefit leave may not be eligible for sick leave compensation for the absence(s) unless the absence(s) is approved by the Department Head.

**Section 5.** Leave may be used for preventative medicine or treatment which requires the employee to take time off during normal working hours to see doctors and/or receive similar medical attention which cannot be reasonably scheduled outside of working hours.

The granting of benefit leave for the reasons cited in the paragraph immediately prior is within the discretion of the Department Head and may be denied, depending on staffing levels of the department or when such requests have been excessive as determined by the Department Head and shall not be unreasonably withheld.

**Section 6.** If an employee accumulates more than ninety (90) sick days, the employee may elect to sell the unused annual accrual to the District. The reimbursement rate will be 25% of the unused annual accrual for a maximum of three (3) days (*i.e.* 12 days annual maximum accrual x 25% =three (3) days paid at the employee's regular rate of pay. This amount will be payable to the employee at the end of the fiscal year (December 31). If the employee chooses not to participate in this program, they will continue to accrue sick days as outlined up to a maximum of 240 days. The employee must inform the District annually in writing by January 1 of which option they choose.

**Section 7.** Upon resignation or termination, employees with unused sick time allowances who have worked full-time for five (5) consecutive years shall receive compensation for up to 50% (a maximum of thirty (30) days) of that sick time at the employee's current rate of pay in their final paycheck.

## **ARTICLE VII - GRIEVANCE PROCEDURE**

**Section 1.** A grievance is a difference of opinion between an employee covered by this Agreement and the Park District with respect to the meaning or application of the express terms of this Agreement, or with respect to alleged inequitable application of the Personnel Rules of the Park District.

**Section 2.** Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) working days from the date of the event or incident that gave rise to the grievance (and/or the date the employee/union reasonable should have known of the event or incident if the facts are not immediately known), excluding Saturdays, Sundays and holidays, or when the event became known to the employee. For grievances related to discipline, the ten (10) working day clock begins on the day of issuance of the disciplinary action. A grievance shall be processed as follows:



STEP 1: Immediate Supervisor - The employee and/or the Steward and/or Union Representative shall first discuss the grievance or complaint with the employee's immediate supervisor. If a satisfactory solution consistent with the terms of this Agreement is not reached within five (5) working days, the matter shall be reviewed jointly by the Park District and/or Steward and/or Union Representative and submitted in writing to the second step of the grievance procedure within three (3) working days.

STEP 2: Department Head - Upon receipt of the written grievance notice, the Department Head, or his or her designee, shall set up a meeting within five (5) working days. If no settlement is reached at said meeting, the Department Head shall give a written answer to the employee within three (3) working days of said meeting. The grievance shall automatically advance to Step 3 on the sixth working day if no written response is provided to the Union by the Department Head.

STEP 3: Executive Director - The Union may, if it desires to proceed with the grievance procedure, notify the Executive Director in writing of its desire to submit the grievance or complaint to Step 3 of the Grievance Procedure within five (5) working days following the written answer to Step 2. When so notified, the Executive Director, their designee, and the Union shall discuss the grievance, and the Park District's answer shall be given in writing within ten (10) working days. Should the Park District decide against the employee, the employee will be notified in writing within ten (10) working days of the meeting.

STEP 4: In the event that the matter is not settled at these levels, the Park District and the Union agree that upon request of either party, the matter shall be referred to arbitration no later than fifteen (15) calendar days after receiving the Employer's written response at Step 3 or the matter is considered closed.

The decision of the impartial arbitrator shall be final and binding on both parties. If the parties cannot agree upon an arbitrator, one will be selected from a list of five (5) arbitrators provided by the Federal Mediation and Conciliation Service.

An arbitrator shall be selected from this list using the following procedure. Each party shall simultaneously provide to the other a list of those arbitrators they desire to hear the grievance. The arbitrator shall be any of those selected by both parties. If the parties fail to select an arbitrator in this fashion, then each party shall be entitled to strike two names from the list. The arbitrator shall be that arbitrator not stricken from the list whose name first appears on the list. The cost of the impartial arbitrator is to be borne equally by the Park District and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. The arbitrator shall submit in writing his/her decision to the Park District and to



the Union within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof.

**Section 3.** The arbitrator 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 submitted in writing by the Park District and the Union and shall have no authority to make a decision on any other issue not so submitted.

**Section 4.** All grievance discussions and/or meetings shall take place on the premises of the Park District during normal work hours, when possible. The grievant shall suffer no loss in pay. If the meeting should be held after normal working hours, the employee will not receive any additional compensation.

**Section 5.** The Park District and the Union will hold quarterly labor-management meetings, to deal with problems before such problems become grievances. Meetings will be scheduled to be held during the months of March, June, September and December; however, additional or fewer meetings may be scheduled at the request of either party as needed. Attendance at such meetings will not result in any additional compensation to the employee.

#### **ARTICLE VIII - RATES OF PAY ON TRANSFER, PROMOTION OR DEMOTION**

If any employee is transferred, promoted or demoted, his or her rate of pay for the new position shall be determined as follows:

- A. If the rate of pay in the former position is less than the minimum rate established for the new position, the rate of pay shall be advanced to the minimum for the new position.
- B. If the rate of pay in the former position is more than the maximum rate established for the new position, the pay shall be reduced to the maximum rate or an intermediate increment of the new range as determined by the Department Head.
- C. If the rate of pay of the former position falls within the new range of pay and at an established increment in the range of the new position, the salary rate shall remain the same in the case of transfer, shall be increased in the case of promotion, and at the discretion of the Department head, shall remain the same or shall be adjusted downward in case of demotion.

**Section 2.** Whenever the District determines that a vacancy occurs in any job covered by this Agreement and it desires to fill the vacancy, said job shall be posted internally for bidding in a conspicuous place for a minimum seven (7) working days and all employees may bid and apply for the job. External applicants may also apply during this period. The posting shall contain a full description of the job duties, starting time and rate of pay. Seniority shall be the governing factor in filling the vacancy among equally qualified internal candidates. If the District determines there are no qualified internal bidders, the outside candidate may be hired.



## ARTICLE IX - LEAVE OF ABSENCE

All leaves of absence shall be provided as stipulated in each agency's Personnel Manual including leaves without pay for conventions or educational conferences of the Union. Sick leave and funeral leave benefits shall be provided as in the agency's Personnel Manual unless otherwise stipulated in this Agreement.

**Section 1. Bereavement Leave/Death in Family.** The Park District agrees to provide to employees leave without loss of pay as a result of death in the family. In case of death in the immediate family, up to three (3) days of bereavement leave will be provided to bargaining unit members to be taken at the time of the death of the family member. If the death occurs more than 200 miles away from where a bargaining unit member lives, up to five (5) days of bereavement leave will be provided. Additional bereavement time may be approved by the district when necessary. If necessary, an employee may request paid time off or leave without pay, if they are out of paid time off, at the time of death of an immediate family member. Such request shall not be unreasonably denied. Bereavement leave and vacations pursuant to Article V and Article VI of this Agreement shall be credited as time worked in computing overtime.

**Section 2. Definition of Immediate Family.** "Immediate family" shall mean the spouse, children, mother, father, sisters, and brothers of employees or their spouse, whether natural, step, in-law, or grand.

In addition, eligible employees may take up to ten (10) unpaid days off following the death of a family member or for other reasons covered by the Illinois Family Bereavement Act. This time off will run concurrently with paid time off available under Section 1 of this Article when both are applicable.

**Section 3. Maternity Leave.** A leave of absence shall be granted for employees when medically necessary due to pregnancy, childbirth or any other medical condition related to pregnancy or childbirth, upon request. Such request must be presented in writing to the employee's immediate supervisor, setting forth a date each leave is to begin as soon as that date can be determined by the employee and the employee's physician. Return to work shall be as soon as reasonable after delivery provided it is consistent with a signed return to work release by the employee's physician. Time off under this Policy and the Family Medical Leave Act ("FMLA") will run concurrently.

**Section 4. Jury Duty.** Employees required to appear for or serve on a jury shall receive all benefits and pay while so appearing and serving in this capacity.

**Section 5. Position Descriptions.** Individual position descriptions shall be reduced to writing and delineate the duties currently assigned to an employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and when the position description is amended. When changes are anticipated the employee shall have an opportunity to offer input prior to amending the written position classification.

Nothing contained herein shall compromise the right or the responsibility of the Park District of Oak Park to assign work consistent with the classification specification.



**Section 6. Salary at Time of Employment.** The plan provides a salary minimum and maximum by job classification. Every new employee shall be paid the salary range minimum on employment except that the Park District may authorize employment at a higher rate if the labor supply is restricted or the person to be hired is unusually well qualified.

**Section 7. Performance Evaluations.** The purpose of a performance evaluation for an employee is to measure the employee's performance against the job specification and performance requirements of the position that the incumbent is filling. It answers the questions of how well an employee is doing in meeting the department's performance standards for this job. It satisfies a basic requirement for employees to know where they stand with the organization in regard to their performance. It delineates areas of strengths and weaknesses. Where performance is below expectation standard, it suggests possible ways of making improvement.

Employees shall receive performance evaluations at the end of their probationary periods, and at least annually thereafter even if the maximum salary rate for the classification has been reached. Once an employee achieves regular status, the employee's performance is evaluated at least once a year. Additional evaluations may be made between these required evaluations as necessary and subject to the remaining provisions of Article X. minimum at the time of hire,

## **ARTICLE X - WAGES, HOURS, AND BENEFITS**

### **Section 1. Rates of Pay.**

Effective April 1, 2024, all existing employees will receive a one-time equitable adjustment equal to the greater of: (i) three percent (3%), or (ii) the amount necessary to bring the employee to the minimum rate referenced below in this Section 2(a). In no event will any employee receive a base rate of pay less than twenty dollars (\$20.00) for their job classification.

A.	Minimum:	\$20.00	Maximum:	\$29.00
B.	Minimum:	\$21.50	Maximum :	\$31.00
C.	Minimum :	\$22.50	Maximum	\$34.00
D.	Minimum:	\$20.00	Maximum:	\$29.00

These minimum and maximum rates in the ranges set forth above may be increased (but not lowered) for business and/or legal reasons as deemed appropriate by the District during the term of this Agreement.

### **Section 2. Annual Increases in Pay.**

- A. The equitable adjustment increase referenced in Section 1 above shall be computed and paid on a retroactive basis for those employees who are actively employed on the date of ratification of this successor CBA by authorized representatives of both Parties and provided Ratification occurs prior to December 19, 2024.

- B. After the equitable adjustment referenced in Section 2 is applied first, effective April 1, 2024, all eligible employees (who have completed the probation period as of the date of ratification of this Agreement) will receive an across-the-board upward adjustment in their hourly base rate of pay equal to three percent (3%).
- C. Effective April 1, 2025, all eligible employees (who have completed the probation period as of that date) will receive an across the board raise in their hourly base rate of pay equal to three percent (3%) provided their annual performance evaluation rating is at least “Meets Expectations” based on a three-point scale. If the employee does not receive an evaluation rating of “Meet Expectations” or higher, the annualized raise for the employee will be only one percent (1%).
- D. Effective April 1, 2026, all eligible employees (who have completed the probation period as of that date) will receive an across the board raise in their hourly base rate of pay equal to three percent (3%) provided their annual performance evaluation rating is at least “Meets Expectations”. If the employee does not receive an evaluation rating of “Meet Expectations” or higher, the annualized raise for the employee will be only one percent (1%) guaranteed.
- E. Effective April 1, 2027, all eligible employees (who have completed the probation period as of that date) will receive an across the board raise in their hourly base rate of pay equal to three percent (3%) provided their annual performance evaluation overall rating is at least “Meets Expectations” based on a three-point scale. If the employee does not receive an evaluation rating of Meets Expectations or higher, the annual raise for the employee will be only one percent (1%) guaranteed.
- F. During each year of this Agreement, the District will provide an opportunity for eligible employees to receive a one-time annual increase equal to one half percent (½%) per applicable year for any full-time employee (beyond the across the board amounts referenced earlier in this Section 2 if the employee is deemed to have made extraordinary contributions during the prior review period year as determined in the discretion of the District and reflected by an overall rating of “Exceeds Expectations” for the year.
- G. Beginning on April 1, 2025, an employee with a “Below Expectations” will be subject to a follow up performance evaluation in approximately six (6) months and will receive the remaining two percent (2%) of the full annual across the board raise (on a prospective basis) if they attain an evaluation rating of “Meets Expectations” at this mid-year evaluation.

**Example:** Assume the annual across the board increase is 3%. Employee with “Overall rating of “Exceeds Expectations” receives 3.5% raise; Overall rating of “Meets Expectations” receives 3% raise; Overall rating of “Below



Expectations” receives 1% increase in that year but will be re-evaluated in six months with the potential to receive the remaining 2.0% raise at that time (on a prospective basis only) if the employee achieves overall rating of “Meets Expectations” in the mid-year review.

- H. The first annual increase for newly hired employees is available on April 1 of the year after the employee has completed the orientation period. For example, an employee hired on December 10, 2024 will receive their first annual increase on April 1, 2025 if they have satisfied the probation period as of April 1, 2025.

### **Section 3. Grievance Related To Evaluation.**

Any grievances for denial of annual pay increases due to a “Below Expectations” annual evaluation rating for April 1, 2025 or later will be processed through the first Three Steps of the grievance procedure. In the event of a timely grievance related to a Below Expectations is pursued beyond Step Three of the Grievance Procedure, the sole issue presented to an arbitrator shall be whether or not the Employer’s evaluation score was “arbitrary or capricious”.

**Section 4.** The Union recognizes that the Park District functions on seven days a week basis and that its facilities must be maintained throughout the seven-day period. However, the Park District recognizes and desires the employees to have a stable work schedule. The normal working schedule for full-time employees shall be five (5) consecutive calendar days of eight (8) consecutive hours per day or forty (40) hours per week, not including a thirty-minute meal period between 00:01 on Monday through 24:00 on Sunday.

The thirty-minute meal period shall occur from 11:00 a.m. to 11:30 a.m. unless otherwise specified by the supervisor. In no circumstances shall the thirty (30) minute period be extended for drive time. The supervisor should be notified promptly in the event of an unexpected delay.

Employees shall receive two (2) ten (10) minute breaks per shift. Employees must break in place.

**Section 5.** Employees working in excess of the normal schedule of forty (40) hours per week shall be paid for the excess hours at one and one-half (1-1/2) times their normal hourly rate.

**Section 6.** The Employee shall receive a minimum of three (3) hours overtime for emergency call-back, except that employees called-back between the hours of 10:00 p.m. and 5:00 a.m. shall receive a minimum of five (5) hours of overtime pay. It is understood between the parties that when employees are called in for an emergency, they may leave when that emergency has been handled regardless of the time involved and are not required to remain at other assignments if the time required is less than the number of hours referred to in this section.

**Section 7.** If time is lost during the regular work week for unexcused absence or other time off without pay, then overtime pay shall not prevail until forty (40) hours is exceeded.

**Section 8.** For the term of this Agreement, the presently scheduled hours of individual employees shall not be reduced without the written consent of the Union, but employees presently



working more than forty (40) hours may, at the election of the Park District, be reduced to forty (40) hours per week.

**Section 9.** If any employee is required to work beyond his or her regularly scheduled hours in any day, he or she shall not be required to take compensatory time off unless otherwise agreed to by the Park District and the employee, and he or she shall be paid for the extra time, except that overtime payment is not required unless the employee's total work hours in that workweek are more than forty (40) hours, or otherwise in excess of the regular weekly schedule of the employee.

**Section 10.** Overtime work shall be distributed equitable among employees qualified to perform needed overtime. The Park District shall not unreasonably demand work in excess of regularly scheduled hours of any employee, and the refusal of any employee to work more than twenty (20) hours of such excess time in any month should not constitute grounds for discharge of such employee, except in case of extreme emergency. A seniority roster showing seniority by classification will be posted for the purpose of calling back staff. When the number and type of staffing needed for a callback has been determined by the Executive Director, or his designee, the most senior per classification will be contacted first. If after contacting all employees by seniority in a classification, an insufficient number is available, the Executive Director, or his designee will re-contact the most junior employee and require overtime. This procedure will continue up through the seniority roster. The next time the Executive Director, or his designee needs to require overtime, the employee above, on the seniority list, from the last employee required to work overtime will be the one contacted. If the top of the seniority list has been reached, the process will start over from the bottom of the seniority list. It should be understood that situations do arise that require the callback of the entire staff. Employees who refuse required overtime are subject to discipline, The Park District may require hours as needed provided the Union representative is notified.

**Section 11.** Employees who so request it shall be granted two (2) hours off without pay to enable them to participate in Village, County, State and National elections.

**Section 12.** Employees shall be paid at their job location not less than every two (2) weeks or semi-monthly.

**Section 13.** Employees shall receive their final paycheck in full at the time of separation, if possible, but in any case, within five (5) days or at the next regular pay day.

**Section 14.** When the Park District finds itself without an authorized supervisor and elects to appoint a bargaining union employee as Acting Supervisor, such employee will be compensated at the entry level range of a supervisor during the length of the appointment.

**Section 15.** When an emergency occurs necessitating an overtime pay situation, bargaining unit employees will be given the opportunity to work prior to the assignment of a seasonal employee.

**Section 16.** When it becomes necessary to change an employee's work schedule, the Park District will make every effort to give the employee reasonable notice prior to the change. If the notice is ten (10) calendar days or more, the employee will leave work after a total of eight (8)



hours and will not earn overtime pay. If the notice is given in less than ten (10) calendar days, the employee will be allowed to work his normal scheduled shift.

**Section 17.** Employees who are assigned to perform the work of an absent bargaining unit employee in a higher paid job classification for one shift of more shall be paid an additional one and a half dollars (\$1.50) per hour for a position one level higher and three dollars (\$3.00) for a position two levels higher than the employee's normal position. Such assignments must be made in writing by the employee's immediate supervisor or designee. The assignments will be made at the Park District's sole discretion based on the requirements of the position of the absent employee and the qualifications of the employee to be assigned to the higher paid position. Employees will not be assigned to a higher position unless they have the experience or training necessary to complete the assignments of the position.

**Section 18.** All employees covered by this Agreement with the exception of the Horticultural Technician shall comprise an On-Call Employee Pool. Covered employees will be compensated with a flat rate payment equivalent to three (3) hours of the employee's regular straight time wages for each week of scheduled on call duty. In exchange for this compensation the On-Call Employee is required to respond to any Park District page within 15 minutes and ready to work within one hour of responding to the page. If the On-Call Employee is not required to report to work, no further compensation is required. If the On-Call Employee is required to report to work, the employee will be compensated as outlined in Article XI Section 4 for emergency call back. While on call, employees are required to refrain from consuming any substance that could negatively impact their ability to perform safety sensitive job duties the same as if they were on duty, remain in the local area and keep the on-call pager on and in working condition. The on-Call Employee will be rotated on a weekly basis. In 2008 the rotation schedule will be developed on a quarterly basis. In subsequent years a rotating schedule will be developed after the annual vacation scheduling meeting. The district may choose to not have an On-Call Employee or may designate a non-union supervisor as the On-Call Employee at its sole discretion.

## **ARTICLE XI - UNIFORMS AND PERSONAL EQUIPMENT**

**Section 1.** The Park District shall provide employees with a uniform allowance of up to four hundred dollars (\$400) during each full calendar year worked. Employees may not receive pay in lieu of unused uniform allowance amounts and the Park District reserves the right to request proof that the expense was actually incurred. Employees are responsible for the tax consequences of any payments received pursuant to this section, to the extent applicable by law.

**Section 2.** The Park District and the employee will share the cost 50/50 of any special personal equipment designated by the Park District and with the written approval of the Department Head that is required for the performance of unique tasks, i.e., ice-making at the outdoor rinks.

**Section 3.** All employees covered by this Agreement shall be covered by the Park District's cell phone policy and are eligible to participate in the alternative approach as outlined in Appendix D. The alternative approach addresses use of personal cell phones for Park District Business and provides for compensation for all employees that take advantage of the policy. Employees participating in the alternative approach are expected to keep the cell phone on, keep the cell phone

charged and answer any business call while on duty. Failure to comply with the cell phone policy or repeated instances of not answering business calls while on duty is considered "just cause" for discipline.

## **ARTICLE XII - HOSPITALIZATION**

**Section 1.** The employee will receive the identical health insurance plan at the identical costs as Park District of Oak Park employees whose terms and conditions of employment are not covered by a collective bargaining agreement.

**Section 2.** To defray the cost of employee contributions, the Park District agrees to provide a Section 125 Plan. See plan documents for details and eligibility requirements.

## **ARTICLE XIII - LIFE INSURANCE COVERAGE**

In addition to the hospitalization and medical program, the Park District will pay one hundred percent (100%) of the cost of basic life insurance, identical to the coverage afforded to employees not subject to a labor contract. The Park District will offer the employee additional life insurance up to a maximum of \$200,000.00 for which the employee will pay the remaining part of the cost.

## **ARTICLE XIV - HOLIDAYS**

**Section 1.** Employees are to be paid for the following legal holidays:

- A. New Year's Day
- B. Martin Luther King Day
- C. Memorial Day
- D. Independence Day
- E. Labor Day
- F. Thanksgiving Day
- G. Day After Thanksgiving
- H. One-Half (112) day on Christmas Eve
- I. Christmas Day

Employees required to work on a holiday or when a holiday is observed shall be paid for such hours worked at double-time their regular hourly rate or overtime rate, whichever applies. Should the Park District make available additional holidays, to non-union employees prior to the expiration of this contract, this benefit shall also be granted to employees covered by this Agreement.



## **Section 2. Observed Scheduled Employees.**

As in the past, employees who are scheduled to work on both the actual holiday and the day the holiday is observed will receive one day off and overtime pay (1.5x regular rate) the other day. Overtime pay (1.5x rate) will be provided for the day on which the employee worked the holiday itself or the observed holiday, but not for both. If employee works overtime on an actual holiday, the pay will be 2x the regular rate of pay instead.

**Section 3.** Employees shall also be paid for Five (5) Personal Holidays to be taken within each contract year. Advance notice shall be given to the Park District to allow for proper scheduling when the time is taken. Personal holiday time will be computed on a pro-rata basis for newly hired employees and employees who only work partial year.

**Section 4.** Regular employees shall be credited with the normal number of hours at straight time in their shift on each of such holidays (designated holiday listed including Personal Holidays referenced in SECTION 3 above), and such time shall be credited as time worked in computing overtime.

## **ARTICLE XV - WORKING CONDITIONS**

**Section 1.** The Park District shall not impose an unreasonable workload upon any employee. In the event an employee is absent, the remaining employees may be temporarily assigned to do part of the work assignments of the absent employee, and they shall be instructed as to what portions of their regular work assignment shall not be done in order to do the extra work. They shall not be expected to perform their regular frill workload and extra work.

**Section 2.** No employee shall be required to perform any work under abnormally dangerous conditions, and a failure to perform work under such circumstances shall not be considered a cause for discharge or discipline. The Park District will provide the necessary training required to handle equipment in a safe manner.

**Section 3.** The Park District shall provide a clean, sanitary locker room area and lockers with washing facilities, soap and towels. Each building shall provide and maintain an adequate first aid kit in the building or some other central location.

**Section 4.** The Park District shall furnish cleaning supplies in sufficient quantity and maintain all equipment in such state of repair as is required to perform the work assigned.

**Section 5.** The Park District shall maintain comfortable working conditions and reasonable temperatures for all employees, including night crews in sealed buildings. The Park District shall operate such heating and air conditioning equipment and/or fans under its control in order to maintain comfortable working temperatures in a manner consistent with the foregoing provision. Adequate lighting shall be provided in public areas to allow employees access to those areas.

**Section 6.** The Park District and the Union share a concern for the health and personal safety of employees during the hours of their employment. Accordingly, a Joint Committee on safety is hereby established commencing with the first meeting scheduled one month following ratification of this Agreement by both parties. The Committee will consist of a member from each

party under the direction of the Executive Director. The Committee will cooperate in the resolution of safety problems in the workplace.

**Section 7.** Members of the bargaining Agreement are to be given a minimum of ten (10) minutes per day for normal maintenance. Maintenance will include the following schedule:

- A. vehicle
- B. tool check-in
- C. cleaning of tools
- D. cleaning of vehicle cabs and vehicle beds
- E. preparation for next day
- F. wash-up

It is understood that there will be times when maintenance will require more than ten (10) minutes, but this is only with the prior approval of the supervisor.

#### **ARTICLE XVI - MISCELLANEOUS**

If any law now existing or hereafter enacted or any proclamation regulation or edict of any national or state official or agency shall invalidate any portion of this Agreement. The entire Agreement shall not thereby be invalidated and either party hereto. Upon request, may reopen for negotiation the invalidated portion. In the event agreement thereon cannot be reached within thirty (30) days, either party may submit the matter to arbitration as herein provided.

#### **Section 1. Commercial Driver's License.**

The following applies beginning upon ratification of this Agreement:

- A. All employees in bargaining unit positions who are hired after the ratification date of this successor Agreement will be required to possess a valid Commercial Driver's License ("CDL") as a condition of employment prior to completion of the initial probation period.
  - (1) If a newly hired employee fails to obtain a CDL during the initial probation period, they will be afforded an additional six (6) months for this purpose provided they have otherwise satisfied the conditions of remaining employed with the District. During this six (6) month extension (or upon obtaining the CDL license if sooner), the employee will remain in probationary status.
  - (2) If a newly hired employee fails to obtain a valid CDL license within twelve (12) months of hire, the District will have "just cause" to terminate the employee without resort to the Grievance Procedure



as the employee will not have satisfied this final condition of probation.

- B. All existing employees who are employed as of the date of ratification of this Agreement must possess a valid CDL within twelve (12) months of the date of ratification as a condition of continued employment. Failure to satisfy this requirement is just cause for termination of the employee in the discretion of the District as this is an essential job function.
- C. The District will reimburse employees for their initial CDL license fee and the expense related to the renewal cost only of a CDL license if required as a condition of employment.
- D. Employees may submit a request to take up to six (6) hours of paid time off work for the purpose of studying for the CDL license on working time and in designated areas of the District's premises. Supervisory approval of such requests will not be unreasonably denied but are subject to business and operational needs.
- E. The Parties agree that there was one employee who was relieved of the obligation to obtain a CDL license as a condition of employment. This exception will remain in effect throughout the term of this Agreement.
- F. Any employee who has a CDL license revoked or suspended will be subject to disciplinary action including dismissal.
- G. Individuals who are regularly assigned to work in Classification D (Maintenance Worker – Night Shift) will not be required to maintain a CDL license as a condition of employment due to the nature of their job duties.

## **Section 2. Drug Testing Per DOT Regulations.**

The Parties agree that in regard to drug testing the following applies:

- A. A list of job titles that are subject to random testing on a quarterly basis will be made available for review to the union steward or business agent once a year upon request.
- B. Immediately upon notice or as soon as practicable following a workplace accident, a bargaining unit member will be subject to drug and alcohol testing pursuant to the then applicable DOT regulations in effect at the time.

## **ARTICLE XVII - PERSONNEL MANUAL AND RULES OF SHOP**

**Section 1.** All openings in available bargaining unit positions will be communicated by the District to the bargaining unit employees via email as in the past.

**Section 2.** Although this Agreement states essential provisions covering wages, hours and working conditions applicable to all covered employees, it does not state each privilege, rule of the shop or working condition which employees have had under prior agreements or the particular working conditions actually in effect. In the event of a conflict relating to a past practice, the terms expressed in this Agreement and/or the Park Districts' Personnel Manuals shall prevail. Any condition of employment and work not expressly covered by this Agreement shall be governed by the provisions of the Park District's Personnel Manuals then in effect for covered bargaining unit employees.

## **ARTICLE XVIII - UNION ACTIVITY**

**Section 1.** The Park District will furnish for the Union one bulletin board at each of the agreed locations throughout the District: (a) 947 building, (b) Ridgeland Commons, (c) the Administrative Offices, and (d) the Conservatory. The boards shall be used only for the following notices: recreational and social affairs of the union; union meetings; union elections; reports of union committees; rulings or policies of the International Union; Local 73 bylaws; and signed Agreements.

Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Park District, any of its employees, or any labor organization among its employees, and no material, notices or announcements which violate the provisions of this section shall be posted.

**Section 2.** The duly accredited representative of the Union shall have reasonable access to time cards or sign-in sheets for the current day applicable to employees covered by this Agreement for business purposes as necessary for bona fide reasons related to the administration of this Agreement. This is to be handled through the Business Operations Department.

**Section 3.** The duly accredited representative of the Union may enter the building(s) of the Park Districts during working hours to observe working conditions and to confer with the employees under circumstances that are not disruptive to their working schedules. When duly accredited representatives of the Union enter a building after normal business hours, they will register and identify themselves to the building security, abide by security rules, and attempt to contact the supervisor of the particular building to obtain approval prior to meeting with an employee on working time. The Union Steward is recognized as a duly accredited representative of the Union.

**Section 4.** With the prior permission of the Department Head, Union Stewards may leave their assigned work to be present during grievance procedures and contract negotiations. No compensation will be paid to the Union Steward for the above-mentioned activities that extend beyond normal working hours.

**Section 5. Employee Information To Union.** The Employer shall supply the Union with a bargaining unit list electronically in Excel at an email address designated by the Union, at least once per month (unless otherwise mutually agreed by the Parties), which list shall include the following information: employee's name, address, job title, worksite location, work telephone numbers, identification number if available, date of hire, work email address, any home and



personal cellular telephone numbers on file with the employer, and any personal email addresses on file with the Employer. In addition, the employer must provide the union the same information as above for all new hires within ten (10) days of the date of an employee's first day of employment. Consistent with applicable law, the Union shall use the list exclusively for bargaining unit representation purposes and shall not disclose any information contained in the list for any other purpose.

**Section 6. Union Orientation.** Up to one (1) hour of paid time off shall be granted (at the expense of the District) for one (1) Union Representative (or one Union Steward who may take paid time off for this purpose) to make a presentation at a new employee's orientation on behalf of the Union for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information, and distributing and collecting membership applications. This time is not to be used for discussion of labor management disputes. The Employer will provide the Union reasonable notice of the place and time of meetings for the orientation of new employees. All new employees shall be offered the opportunity to attend a new employee orientation on paid time pursuant to this Section 5 at the expense of the District.

#### **ARTICLE XIX - LIMITED WORKING CAPACITY**

The Park Districts will endeavor to find suitable work at a wage agreeable to the Parties for any employee whose working capacity is limited because of a mental or physical condition as a form of reasonable accommodation but shall be under no obligation to do so. Nothing in this Agreement shall prevent the Park District from having a non-discriminatory retirement policy which is applicable to its overall employees generally.

#### **ARTICLE XX - COOPERATION**

The Parties acknowledged that they have a common interest in the well-being of the employees and the Park District, and therefore, agree to cooperate on matters of safety, efficiency, equal employment opportunity, the betterment of relations with the public, and the improvement of employee morale.

#### **ARTICLE XXI - CONTRACTING SERVICE**

The Park District agrees that prior to the time of bids being issued on the performance of work normally performed by Union employees to a subcontractor; the Park District will notify the Union in writing and will discuss the matter fully with representatives of the Union. If an employee is displaced as a result of subcontracting, the Park District agrees to give the employee a thirty (30) day notice of change in employment status. The Park District also agrees to make an effort to place the employee elsewhere providing a position is available. The Park District agrees to recommend to the subcontractor for hire all employees then covered by this Agreement, however, no guarantees can be made to maintain the level of pay or similar work functions of that employee.

#### **ARTICLE XXII - STRIKES AND LOCKOUTS**

The Union, its officers and agents and the employees covered by the terms of this Agreement, agree not to engage in any strike, slowdown, concerted stoppage of work or any other intentional interruption of the Park District's operations or honor any picket line at the Park

District's site during the terms of this Agreement. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Park District. The Park District will not lockout any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.

### **ARTICLE XXIII - TERMINATION AND LEGALITY CLAUSES**

If any provision of this Agreement is subsequently declared by legislation or judiciary authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### **ARTICLE XXIV - DURATION, REOPENING**

This Agreement shall become effective and remain in full force and effect from April 1, 2024 through and including March 31, 2028.



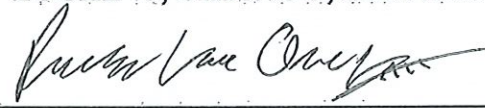
**SIGNATURE PAGE DATED:**

**THE PARK DISTRICT OF OAK PARK  
OAK PARK, ILLINOIS**

  
\_\_\_\_\_  
**JAN ARNOLD  
EXECUTIVE DIRECTOR**

  
\_\_\_\_\_  
**SECRETARY-TREASURER**

**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)  
LOCAL 73, CHICAGO, ILLINOIS**

  
\_\_\_\_\_  
**UNION STEWARD, SEIU, LOCAL 73**

