

K 840011

2500 workers

AGREEMENT BETWEEN

THE

CHICAGO PARK DISTRICT

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 73

January 1, 2002 - December 31, 2004

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AGREEMENT

THIS AGREEMENT made and entered into this ___ day of OCTOBER, 2002, by and between the CHICAGO PARK DISTRICT, an Illinois municipal corporation (herein referred to as the "District"), and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO (hereinafter referred to as the "Union").

PREAMBLE

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

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

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

WHEREAS, this Agreement is entered into to prevent strikes and lockouts and to help ensure that District costs are as low as possible consistent with fair wages and conditions for employees; and,

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

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

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

ARTICLE I

Recognition

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

Section 1.2. *New Classifications.* The District agrees that if any new classification(s) should be established for the same or similar work presently being performed by those classifications identified in Appendix 1, it will notify the Union prior to implementation of the new classification and will meet with the Union to discuss the nature of the duties of the newly established position(s) and the appropriateness of the inclusion of the title in the Local 73 bargaining unit. The District and Union agree to continue their discussions regarding the creation of the merged classifications of Recreational Specialist I, II and III, Maintenance Specialist I, II and III, and Aquatic Safety Specialist I, II and III and accompanying salary schedules in the TQLMC. The District agrees that it will not implement such merged classifications and salary schedules during the term of this Agreement without the written agreement of the Union.

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

ARTICLE II

Gender

Wherever the male gender is used in the Agreement, it shall be construed to include both male and female employees.

ARTICLE III

Dues Checkoff and Indemnification

Section 3.1. Checkoff. Upon receipt of a signed authorization from an employee (in a form approved by the District), the regular monthly dues of the Union shall be forwarded each calendar month to the appropriate officer of the Union together with a list of the names and amounts for whom deductions have been made. If the employee has no earnings due for that paycheck, the Union shall be responsible for collecting said dues.

Section 3.2. Union Indemnification. The Union shall indemnify and save harmless the District and its officers, agents and employees against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that may arise out of, or by reason of, any action taken or not taken by the District, its officers, agents, and employees in the course of or for the purpose of complying with the provisions of this Article. If an improper deduction is made, the Union shall refund any such amount directly to the involved employee.

ARTICLE IV

Agency Shop and Fair Share

Section 4.1. Duty and Amount of Fair Share Payments. It is recognized that the Union owes the same responsibility and duties to all employees, that is, to provide equal rights, representation and services to all persons covered by this Agreement, Whether or not they are members of the Union, and to represent all such persons fully and fairly. Consequently, all employees covered by this Agreement shall, as a condition of continued employment with the District, either (1) become a member of the Union and pay to the Union regular Union dues and fees; or (2) pay to the Union agency fees in the amount of 85% of the Union's regular monthly dues as the non-member's proportionate share of the Union's costs of collective bargaining, contract administration and pursuit of matters concerning employee wages, hours and conditions of employment. Fair share contributions shall be deducted from such employee's pay and forwarded to the Union at the same time and in the same manner as set forth in Section 3.1 herein.

Section 4.2. Union Membership. The District acknowledges that there are different rates for full dues and/or fair share fee deductions based upon the employment status of the bargaining unit employee.

The District agrees that when a bargaining unit employee has signed a full dues authorization card and the Union has submitted same to the District, the District shall continue to deduct the dues, should the employee be promoted into a different title or status, provided that the employee authorization given to the District specifically authorizes the different deduction amount, in the event there is a difference. The same shall apply to fair share fee payers who have deductions based upon their employment status.

Further, the District agrees to provide the Union with a list or disk which reflects promotions from hourly to monthly status for Local 73 titles on a quarterly basis. The disk shall include: 1) employee's name; 2) previous employment status; 3) previous dues or fair share deduction amount; 4) present deduction amount; 5) present work location; 6) social security number; 7) date of hire; 8) date of change in employment status; and 9) date of adjustment in dues or fair share deduction amount.

It is expressly understood and agreed that the Union is obligated to timely advise the District of changes in dues or fair share rates.

Section 4.3. Failure to Pay Dues or Fees. Payment of Union dues or agency fees shall commence upon the date of hire or the effective date of this Agreement, whichever shall occur later. Employees who fail to comply with the requirements of this Article shall be discharged by the District within twenty (20) calendar days after receipt of a written notice from the Union to the employee with a copy to the District, indicating that such dues or fees are owed and have not been paid. If the employee makes the required payment, discharge shall not occur.

Section 4.4. Bona Fide Religious Belief. Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of an agency shop or fair share contribution to a Union shall be required to pay an amount equal to their fair share of Union dues, as described in Section 4.1, to a non-religious charitable organization mutually agreed upon by the Union and the affected, involved employee, as set forth in the IPLRA.

Section 4.5. Indemnification. The Union shall indemnify and save harmless the District and its officers, agents and employees against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that may arise out of, or by reason of, any action taken or not taken by the District, its officers, agents and employees against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that may arise out of, or by reason of, any action taken or not taken by the District, its officers, agents and employees or the Union, its, officers,

agents and employees in the course of or for the purpose of complying with any of the obligations and/or provisions of this Article.

ARTICLE V

Stewards

Section 5.1. Authority of Stewards. The Union will advise the District, in writing, of the names of Stewards showing their work location, their area of responsibility and shall notify the District if and/or when there are changes in the Steward structure. It is agreed and understood that it is the responsibility of the Union Stewards to represent bargaining unit members in the work place in matters of discipline and/or grievance handling on a formal or informal basis. The Union and the District agree that Stewards must obtain their supervisor's approval when they intend to leave their work area to represent bargaining unit members. The Stewards shall log in and out of their own location, and/or any other location, if their business takes them out of their own location, and indicate the time they are leaving and the nature of their business (including the name of the member, if applicable) and the time they return. Stewards will make every effort to schedule preparation for meetings or hearings before and after their work shift and/or during non-work time whenever it is practical and/or possible to do so. Except for meetings or hearings scheduled by the District and where their attendance is necessary, Stewards shall be allowed no more than eight (8) hours a month to handle disciplinary and grievance matters without loss of pay.

Section 5.2. Seminars, Conferences and Forums. The District agrees to consider written requests for Stewards to attend seminars, conferences and forums that are of mutual benefit to the District and the Union. Authorized absences, not to exceed thirty-two (32) hours for each Steward per calendar year and forty (40) hours for each Steward per calendar year effective January 1, 2003 may be granted upon approval by the Director of Human Resources.

Section 5.3. Joint Labor/Management Meetings. The District agrees to conduct joint Labor/Management meetings for the purpose of discussing and/or resolving work related issues and to educate Union members and management on the issues relating to the administration of the Collective Bargaining Agreement. These meetings shall be scheduled at mutually acceptable times and dates. Agent(s) and Steward(s) responsible for each area shall be the spokesperson for the Union at said meetings. The District's spokesperson at these meetings will be the Region Human Resource Manager or designee. The meetings will be conducted in a professional and orderly manner. The Union and the District agree to provide an agenda to each other prior to the meeting. The parties agree to focus on the agenda items unless it is mutually agreed to do otherwise.

ARTICLE VI

Union Access

One Union Representative, and his alternative or successor, as designated by the Union, shall have access to the premises of the District during an extraordinary situation in order to help resolve a serious dispute or problem. In order to receive access, the Representative must provide notice to the appropriate supervisor of that Department and make arrangements which will not disrupt the work of employees on duty. The representative may visit with employees during their non-working periods if such visit does not disturb the work of any employees who may otherwise be working.

ARTICLE VII

Bulletin Boards

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

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

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

ARTICLE VIII

Non-Discrimination

Section 8.1. *Discrimination Prohibited.* Neither the District nor the Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, ancestry, age, sex, physical or mental handicap, marital status, sexual orientation, unfavorable discharge from military services, parental status or in any manner which would violate any applicable City Ordinance or Federal or State law. Discrimination prohibitions also include sexual harassment and discrimination on the basis of pregnancy, childbirth or related medical conditions.

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

Section 8.2. *Union Membership or Activity.* Except for the obligation set forth in Section 4.1 of this Agreement, neither the District nor the Union shall interfere with the right of employees covered by this Agreement to become members of the Union. There shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

ARTICLE IX

Management's Rights

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

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

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

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

ARTICLE X

Subcontracting

Section 10.1. General Policy. It is the general policy of the District to continue to utilize its employees who are covered by the terms of this Agreement to perform work they are qualified to perform. The District may subcontract where circumstances warrant.

Section 10.2. Notice and Discussion. Except where an emergency situation exists, before the District changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a significant deviation from past practice, the District will notify the Union at least fourteen (14) days prior to the issuance of a RFP or RFQ relating to the subcontracting out of any work traditionally within the jurisdiction of the Union and the District will notify the union at least thirty (30) days prior to the final approval of any change-order to an existing agreement if the change-order involves additional subcontracting out of work traditionally within the jurisdiction of the Union. Notice will be given to afford the Union an opportunity to meaningfully discuss the matter. Nothing in this section is intended to affect the Union's right to bargain the effects of subcontracting work within the jurisdiction of Local 73. Discussions between the Union

and District pursuant to this Section shall be held in the context of the Total Quality Labor/Management Committee under Article XI. The District and the Union shall examine subcontracting situations to determine how such work could alternatively be, or continue to be, performed by the District. The Committee shall meet in accordance with Section 11.6 to examine those contracts, including, but not limited to, JOC contracts and subcontracts involving bargaining unit work currently in progress or planned. The District will work cooperatively with the Union so that the Union may submit proposals on such matters.

ARTICLE XI

Total Quality Labor/Management Committee

The District and the Union agree to the implementation of a Total Quality Labor/Management Committee ("TQLMC"). This Committee shall be comprised of an equal number of representatives from management and the Union, but the total number shall not exceed ten (10) employees. In addition, to promoting effective communication between the parties and a climate of constructive employee relations, the committee shall examine workplace practices, procedures and methods of promoting the quality and efficiency of services provided by Local 73 bargaining unit members.

Section 11.1. *Quality of Service.* The parties acknowledge the important role each has in the provision of the highest quality of services to the citizens and residents of Chicago and hereby agree to address issues related to the provision of such services through the provisions of this Article.

Section 11.2. *Composition of Committee.* Therefore, the parties agree to the implementation of a Total Quality Labor Management Committee (TQLMC). Said committee shall be comprised of an equal number of representatives from both management and the Union. Employees who serve on this committee shall not suffer loss of pay or benefits as a result of their participation. The District's Director of Human Resources and the Union's Director of the Park District Division shall be members of the Committee.

Section 11.3. *Communication.* (a) In addition to continuing effective communication between the parties and promoting a climate of constructive employee relations, the Committee shall examine workplace safety, practices and procedures and methods of promoting the quality and efficiency of services, including staffing allocations, provided by Local 73 bargaining unit members. The parties also agree to continue their discussions regarding the feasibility of implementing the SEIU COPE Deduction in the TQLMC.

(b) The parties acknowledge that the TQLMC's efforts will be particularly appropriate where there has been a modification of the mission or goals of the District as a result of statutory budgetary, policy or technological change or reorganization and also, where there is evidence of need for review based upon the experience and/or needs of Park Patrons, management or the employees. In the event the District desires to change the maximum accumulation of compensatory time under Section 19.7, the District shall submit the issue to the Total Quality Labor/Management Committee in accordance with this Article and obtain the Union's agreement before implementing such a change.

Section 11.4. *Priority Placement for Displaced Employees.* If there is any displacement of bargaining unit employees as a result of the implementation of the changes recommended by the TQLMC, and/or any other re-engineering efforts by the District, the District agrees, where possible, to provide displaced employees with prioritized options for placement in positions covered by the Local 73 Agreement for which the employee is qualified, elsewhere within the system.

Section 11.5. *Employee Retention and Other Recommendations.* For the purpose of supporting employee retention, the TQLMC will make recommendations regarding the establishment of a job placement program and training, or retraining, opportunities for displaced workers whether or not such displacement arises from the Committee's workplace quality recommendations. Said recommendations shall be submitted to the District's General Superintendent for consideration and response. The Superintendent shall report to the Committee on the status of a recommendation within thirty days of receiving the recommendation. Decisions on recommendations by the TQLMC shall be reasonable and accompanied by supporting rationale.

Section 11.6. *Schedule of Meetings.* Meetings of the TQLMC shall be scheduled at regular intervals (at least monthly). The first meeting shall take place on 4-30-96, and it is agreed that the topic to be addressed at the first meeting shall be subcontracting of bargaining unit work. The District further agrees that it will work cooperatively with the Union at that time to determine how such work could alternatively be, or continue to be, performed by bargaining unit employees of the District.

ARTICLE XII

Employee Discipline

Section 12.1. *Employee Discipline.* The District agrees that an allegation of the misapplication of its rules and regulations shall be subject to the grievance procedure. The District shall not discharge, suspend or otherwise discipline any post-probationary employee without just cause. The District further agrees to follow the progressive discipline principle when disciplinary action is taken. Progressive discipline is defined herein as a process by which disciplinary action is applied in several steps of increasing severity and shall culminate, if warranted, in dismissal. The usual sequence of progressive discipline is oral reprimand, written reprimand, suspension and dismissal. However, the District may determine that an act is sufficiently severe to warrant a departure from the progressive discipline principle. In such cases, progressive discipline will not apply.

Section 12.2. *Disciplinary Measures.* Oral and written reprimands are not grievable. Instead, they may be appealed to the supervisor's immediate supervisor for review and final determination. Appeals must be made within fifteen (15) consecutive business days after the employee is notified of the oral or written reprimand. The supervisor's supervisor, or his designee, shall arrange a meeting to discuss the appeal within ten (10) business days after receipt of the appeal. Employees must be made aware of the issuance of oral and/or written reprimands within fifteen (15) business days of the alleged infraction. Failure to do so shall void said discipline and it shall be expunged from the employee's record.

Oral reprimands that are more than six (6) months old shall not constitute prior disciplinary action if there are no repeated infractions of the same or similar offense within that time period. Written reprimands that are more than one (1) year old shall not constitute prior disciplinary action if there are no repeated infractions of the same or similar offense within that time period. Suspensions that are more than eighteen (18) months old shall not constitute prior disciplinary action if there are no repeated infractions of the same or similar offense within that time period. Such discipline shall be removed from the employee's file after the designated period has expired.

If a suspension or discharge may be warranted, a Corrective Action Meeting ("CAM") is scheduled. The District shall notify, in writing, the Union and the employee at least five (5) business days in advance of the meeting date. Upon a showing of good cause, the Union or the employee may request an extension of not more than three business (3) days. Extensions shall not be unreasonably denied. Further, the District agrees to notify the employee and the Union, in writing, of appeal hearings at least ten (10) business days or as otherwise agreed by the parties in advance of the hearing date.

If the District cannot make a discipline decision within thirty (30) calendar days following an emergency suspension, the District will convene a status meeting with the Union and the employee, on or before the forty-fifth (45th) calendar day following the suspension. The District will make reasonable efforts to limit emergency suspensions to thirty (30) calendar days and, in any event, no more than ninety (90) calendar days before the discipline decision is made. It is understood that in all disciplinary hearings by the Personnel Board, the accused shall not be required to testify prior to the presentation of all evidence relied upon by the District to support its charges.

ARTICLE XIII

Safety

The District will continue to make reasonable provisions for the maintenance of safe working conditions and health protection for all employees, including those covered by Local 73. The Union will cooperate towards this end and will encourage all employees to work in a safe manner. It will be the responsibility of both employees and supervisors to report unsafe and unhealthy work conditions. Employees shall comply with safety work rules and regulations and supervisors and employees shall report accidents promptly to their supervisors and to the Medical Department. Supervisors shall assist employees in seeking medical attention and shall complete accident reports within twenty-four (24) hours of the incident. The District will train each employee in the proper use of tools, equipment and machinery. Each employee has the responsibility for following the correct safety procedures at all times and for informing his supervisor if further training will be helpful. The District will issue the appropriate safety equipment for each job. The District will instruct employees on the use of safety equipment. Employees are required to wear the prescribed safety equipment at all times, where such equipment is required. The District will impose sanctions on any employee who does not wear the safety equipment or on the supervisor who does not follow the procedures herein. These sanctions may include one of the following: oral reprimand, written reprimand, suspension or discharge.

It is agreed that when and where a District employee is required to wear safety shoes or boots, they will be provided by the District on an "as needed" basis, but not to exceed one pair every year for full time year round employees and one pair every two years for seasonal employees. Whether or not a new pair of safety shoes or boots is needed shall be reserved to the discretion of the District, however, the District shall not exercise its discretion in this regard in an arbitrary manner.

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

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

It shall be mandatory for the committee to meet at a minimum of once per quarter for the purpose of addressing employee safety concerns. The District will review all safety concerns and/or complaints and work in good faith to resolve the issues in a reasonable and timely fashion. All written complaints shall be addressed to the designated chairperson and responded to, in writing, within twenty (20) business days of their receipt. If the committee is unable to resolve safety disputes, said disputes shall be subject to the grievance procedure, provided they involve an alleged violation of the express language or intent of any express provision of this Agreement. The time limit for filing a formal grievance shall not begin until the parties agree that an impasse is reached. Time limits may be extended by mutual agreement for good cause.

ARTICLE XIV

Residency

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

ARTICLE XV

Secondary Employment

Each employee covered by this Agreement may have secondary employment, provided, however, that such secondary employment does not interfere with full time employment with the District. Such employment must be reported to the District and updated as changes occur. The District reserves the right to restrict or prohibit secondary employment for good cause.

ARTICLE XVI

Grievance Procedure

Section 16.1. Definition. A grievance is a dispute or difference of opinion raised by an employee or the Union against the District involving an alleged violation of the express language or the intent of any express provision of this Agreement.

Section 16.2. Informal Attempt at Resolution. An employee may, prior to filing a formal grievance, discuss any complaint or concern relating to his employment with his supervisor in an effort to resolve the matter. The informal discussion may include a Union Representative, upon the employee's request and the supervisor's approval. It is understood that the time limit for filing a formal grievance shall not begin until the informal process is concluded.

Section 16.3. Time limits for Filing. No grievance shall be entertained or processed unless it is submitted, in writing, within fifteen (15) business days after the employee concerned became aware, or should have become aware through the use of reasonable diligence, of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If the grievance is not appealed to the next step within the specified time limits set forth above, or any mutually agreed upon extension thereof, it shall be considered settled on the basis of the District's last answer. If the District does not answer a grievance or an appeal thereof within the specified time limits, the Union 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 District and the Union Representative involved in each step. Requests for extensions shall not be unreasonably denied. The term "business days" used in this Article shall mean the days Monday through Friday, inclusive, and shall exclude Saturdays, Sundays and those holidays on which the District's Administration Building is closed.

Section 16.4. Procedure. Grievances pertaining to working out of classification shall be subject to the time limits set forth in Section 18.6 of this Agreement and shall be filed at Step 2. Grievance pertaining to unfair denial of promotion shall be filed at Step 2 and a written response shall be transmitted to the Union within thirty (30) calendar days after receipt of the grievance by the District's Labor Relations representative.

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

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

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 District and the Union requesting that the arbitrator set a time and place, subject to the availability of the District and Union representatives. All arbitration hearings shall be held in Chicago, Illinois unless the parties mutually agree otherwise.

(b) *Limitations On Authority of The Arbitrator.* The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue(s) submitted in writing at the first step of the grievance procedure (unless the parties mutually agree otherwise), and the arbitrator shall have no authority to make a decision on any other issue(s) not so submitted to him. The arbitrator may consider more than one grievance at a time if mutually agreed by the parties.

In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy so long as the remedy is not beyond the scope of the parties' contractual agreement. The arbitrator shall be without power to make a decision contrary to, inconsistent with, modifying or varying in any way the application of laws and rules and regulations having the force and effect of law on the District or any District ordinance. The arbitrator shall submit, in writing, 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 16.6. Fees and Expenses. The losing party in an arbitration shall pay for the fees and expenses of the arbitrator. In the case of a settlement or "split decision," the parties shall equally share the fees and expenses of the arbitrator. The fees and expenses of the Arbitrator shall include the cost of a written transcript for the arbitrator. The party seeking a continuance or postponement of an arbitration shall bear the related fees and expenses. The parties may mutually agree to continue or postpone an arbitration for good cause, in which case the fees and expenses shall be divided equally between the parties.

Section 16.7. Personnel Board. It is expressly understood and agreed that, except as provided in Section 12.3 hereof, suspensions and discharges shall not be subject to the grievance procedure set forth in this Article and shall be subject to the exclusive jurisdiction of the Personnel Board of the District as provided by the Illinois Compiled Statutes (1992) and the Illinois Revised Statutes (1991) and the applicable provisions of the Personnel rules and procedures as such rules and procedures may be adopted or from time to time be modified, and the provisions for appeal set forth in Section 12.3 herein.

Section 16.8. Seasonal Employees. For purposes of this Agreement, the parties agree that seasonal employees who have been employed by the District for more than one hundred and eighty (180) consecutive days of employment, and who are discharged, shall be accorded Career Service appeal rights as if they were statutorily covered by the Personnel Board and applicable Career Service Statues and regulations. Upon the commencement of employment, seasonal employees will be provided notice of the starting and ending dates of their employment. In addition all seasonal employees shall be given a prior notice of termination at least five (5) business days before the effective date of termination.

ARTICLE XVII

No Strike - No Lockout

Section 17.1. Strikes and Lockouts Prohibited. During the term of this Agreement, neither the Union nor its officers or agents, or any employee for any reason, will authorize, institute, aid, condone or engage in a slow down, work stoppage, strike, sympathy strike or concerted refusal to work, or refusal to follow reasonable work instruction. During the term of this Agreement neither the District nor its agents will for any reason authorize, institute, aid or promote as a resolution to a labor dispute any lockout of employees covered by this Agreement.

Section 17.2. Union Official Responsibility. The Union agrees to notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by the Union or any other group of employees or individuals and to encourage employees violating Section 17.1 to return to work.

Section 17.3. Disciplinary Action. The District may discharge or discipline any employee who violates Section 17.1. Furthermore, the District may discharge or discipline any, some, one or all employee(s) who fail to carry out their special responsibilities under Section 17.2.

Section 17.4. Judicial Restraint. Nothing contained herein shall preclude the District from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE XVIII

Seniority

Section 18.1. Definition. Seniority shall, for the purpose of this Agreement, except as provided below, be defined as an employee's length of continuous service in that title since the employee's last entry in that title. Park District seniority (District seniority) shall be defined as an employee's length of continuous service with the Park District.

Section 18.2. Application of Seniority.

- a) In the application of seniority for promotions, District seniority shall be the determining factor when, among bargaining unit employees involved, the qualifications, skills and abilities to perform the work in question is relatively equal. The application of seniority (time in title) shall also be the determining factor when scheduling vacations.
- b) For purposes of layoff, recall and bumping rights, seniority shall be as defined above except when an employee has worked in the same title with Career Service on more than one occasion, in which case the employee's seniority for purposes of layoff, recall and bumping rights shall be the employee's single longest period of Career Service in the title. Seniority, as thus defined, shall be applied in all cases of layoff and recall in that the least senior employee(s) in the affected job classification shall be laid off first and the most senior employee in the affected job classification shall be called back first.

Section 18.3. Termination of Seniority. Seniority shall be terminated for any of the following reasons:

- (a) Resignation or retirement;
- (b) Discharge for cause;
- (c) Failure to return to work upon the end of a leave of absence or vacation;
- (d) Absence from work because of layoff for a period of time in excess of twenty-four (24) months or the length of the employee's seniority, whichever is shorter;
- (e) Failure to notify the District within one (1) week of the employee's intent to report to work upon recall from layoff, provided that a notice to report for work is sent by registered or certified mail or by telegram to the employee's last known address.

- (f) Absence from work for any reason other than layoff, including but not limited to work related and non-work related injuries and illnesses, for a period in excess of twelve (12) months.
- (g) Absence from work without notification to the Department Head or Supervisor for two (2) consecutive workdays for security guards and employees in the Beaches and Pool unit and three (3) consecutive workdays for all other employees, except for just cause.

Section 18.4. Probationary Period. (a) All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed one hundred eighty (180) days. During the employee's probationary period, the employee shall not have access to the grievance procedure. There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the District in a position covered by this Agreement. Probationary employees can be discharged without the right to appeal, except where allegations are made regarding discrimination as described in Article VIII, Section 8.1 and Section 8.2, in which case employees shall have the right to take their claim to the District's EEO Administrator who will investigate the complaint pursuant to the Human Rights Ordinance, as it would for any post-probationary employee. No complaint alleging a violation of Section 8.1, 8.2 or both shall operate as a stay or otherwise prevent the discharge of a probationary employee in accordance with this Section.

(b) Employees who are promoted may be demoted back to their former job title during the first one hundred twenty (120) days in their new position without the right to grieve the demotion.

Section 18.5. Filling of Vacancies.

A. Determination of Permanent Vacancies

(1) The District shall determine if there is a permanent vacancy to be filled and at any time before said vacancy is filled whether said vacancy shall be filled. If the District determines not to fill a vacancy, the District shall so notify the Union and all bargaining unit applicants and provide a reason.

(2) A vacancy is defined as an opening in a position that the District decides to fill. An opening may result from various factors, such as the addition of new positions and/or classifications, reassignments, promotions, bidding out or separation for any reason.

(3) It is the goal of the District, and the purpose of this Section, to provide employees of the District with the opportunity to compete for promotional vacancies, to provide for upward mobility for employees and to enhance the District's ability to fully and effectively utilize currently qualified and skilled personnel throughout the organization.

(4) For purposes of this Section, seniority shall be defined as an employee's length of continuous service with the District.

B. Transfer Request Procedure

(1) For purposes of this Section, a transfer is defined as a permanent change in the payroll cost center or location code to which the employee is assigned.

(2) The District maintains the right to transfer employees where it is necessary to increase efficient operations and production. The District shall give employees written notification of the intent to transfer five (5) business days prior to the effective date of said transfer. At no time shall employees be involuntarily transferred for disciplinary reasons. With the exception of employees in supervisor, instructor and lifeguard classifications or titles, the District shall select the least senior employee for transfer within the employee's region from among qualified employees in the same classification or title. With respect to employees in supervisor, instructor and lifeguard classifications or titles, an involuntary transfer of such an employee shall be limited to no more than twice per calendar year and shall not result in loss of pay, unless the transfer is for performance based reasons.

(3) An employee may request a transfer by completing and submitting a copy of a transfer request, on a form provided by the District, to his supervisor and the Director of Human Resources. Transfer requests are effective for one (1) calendar year. Employees shall submit transfer requests by December 1 of each year for transfers desired in the following calendar year. Employees filing multiple requests and accepting or rejecting a transfer shall only be allowed a single transfer in the twelve (12) month period. Employees shall receive a copy of all requests filed with date of receipt noted on the copy.

(4) Transfer requests by incumbent employees shall take precedence over non-bargaining unit applicants.

(5) When filling a vacancy, the District shall select the most senior employee in the job classification who has a valid transfer request on file prior to any notice of posting being sent to the Union, provided the employee has the present ability to perform the required work with reasonable orientation without further training. The District shall give the Union a list of newly transferred employees by department once a quarter.

C. Recall

(1) When filling a vacancy and there are no said employees who have transfer requests on file prior to any notice of posting being sent to the Union, the District shall select the employee in the job classification from the recall list, if any, in accordance with Section 18.8 of this Agreement.

D. Posting and Bidding

(1) When filling a vacancy and there are no said employees who have transfer requests on file prior to any notice of posting being sent to the Union, and there are no eligible employees on said recall or reinstatement lists, the District shall post the job for bidding.

(2) Employees may bid on jobs the District determines to be permanently vacant for promotion. The notice of a District-determined permanent vacancy shall be posted at the Administration Building, each Regional Office and other appropriate locations including the Park District web site as determined by the District for a minimum of 14 days. The posting shall contain at least the following: job title, qualifications, work location, if known, and rate of pay and shall include all additional duties and qualifications reasonably required to fulfill the needs of the District for hiring into the particular position. The Union shall receive notice of such posting at least one (1) day prior to the opening of such posting. The District shall also maintain a telephone recording listing all permanent vacancies and update the recording on a weekly basis. The telephone number shall be posted in the same manner as vacancy notices. Each work site and service yard shall post a list of such permanent vacancies. If a posting is rescinded or re-posted after rescission, the Union and all bidders shall be notified in writing.

(3) All applicants for District-determined permanent vacant jobs must meet the minimum qualifications for the job in order to be considered for selection by the District.

(4) In making selections, the District shall give a priority to employee applicants over non-employee applicants, unless the non-employee applicants have demonstrably greater skill and ability to fulfill the needs relevant to the job as reasonably determined by the District. Among employee applicants, monthly and hourly employees shall have a priority over seasonal employees who have worked a minimum of two seasons in two consecutive years in every instance; and seasonal employees who have worked a minimum of two seasons in two consecutive years shall be given a priority over all other seasonal employee applicants and non-employee applicants. In the event such other current or former seasonal employees apply for vacant positions for which they are qualified, their previous seasonal experience with the District will be a factor taken into consideration by the District, provided they reach the final phase of the selection process.

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

(6) Applicants who are not selected shall be so notified by the District within ten (10) business days after the vacancy is filled and provided a reason. If the employee desires to discuss further his/her candidacy for the position that was filled, the employee may contact the Director of Human Resources for a meeting. A copy of the bid list, with seniority dates and the name of the successful bidder identified, shall be sent to the Union. A successful bidder may not bid for another District determined permanent vacancy for one (1) year.

(7) During the bidding and/or selection process set forth in this Section, the District may temporarily fill said vacancy for no more than ninety (90) days.

E. Retreat

(1) During the first 45 days in the new position, the District may return the employee who is transferred, appointed or the successful bidder to his former job classification or location for cause.

(2) An employee who is voluntarily transferred, appointed or promoted shall, for a period of 14 days, be permitted to return to his/her former job classification in the bargaining unit.

Section 18.6. Working Out of Classification. Any employee covered by this Agreement who is directed or permitted to perform substantially all of the duties and responsibilities of a higher paid classification for more than ten (10) consecutive work days, shall be paid at the higher pay rate retroactive to the first day of the consecutive ten-day period for as long as they continue to perform the higher rated duties. If the District continues to direct or permit an employee to perform substantially all of the duties and responsibilities of a higher paid classification for more than 120 days, except where the regular incumbent is on a leave of absence, in which it shall be six (6) months, the District shall post and fill the position as a permanent vacancy under this Article. If the employee who has been paid for acting in a higher paid classification is also the successful bidder when the position is posted as a permanent vacancy, the said employee's seniority date for purposes of time-in-title shall be the date the employee initially was paid for acting in the higher-paid classification, provided the employee has continued to perform the higher-rated job without interruption.

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

Section 18.7. Seniority Roster. The District shall maintain and keep current a seniority roster noting the employee's date of hire, current position by job title and date entering the title. Any objection to the seniority roster as provided shall be reported in writing to the District within thirty (30) calendar days of the date the seniority roster is provided to the Union or the roster shall stand approved as provided.

Section 18.8. Layoff and Recall. The District, in its discretion, shall determine whether layoffs are necessary, unless it is clearly established that such a determination is arbitrary. Employees who are affected by layoffs shall be notified as soon as possible, but not less than fourteen (14) calendar days prior to the layoff date. When employees are laid off, the order will be as follows:

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

Employees who are laid off after January 29, 1996, shall be placed on a recall list for a period of two years. If there is a recall, employees in the affected job classification

who are still on the recall list shall be recalled, in the reverse order of their layoff, provided that they are presently qualified to perform the work in the job classification without further training.

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

Section 18.9. *Bumping Rights.* An employee who would otherwise be laid off but has Career Service rights in any other title may, to avoid layoff, exercise bumping rights as set forth in the Personnel Board Rules, by displacing the most junior employee then occupying a position in that other title, who either lacks Career Service in the title, or who appears lower on the seniority list for that title than the employee who is exercising bumping rights. However, as set forth in the Personnel Board Rules, an employee may bump back only into the highest rated grade or title in which he or she has sufficient seniority to bump and displace an employee. If an employee elects not to bump back into that title, as set forth in the Personnel Board Rules, that employee's name then shall be stricken from the seniority list in that title, and he/she then forfeits further Career Service rights in that title.

ARTICLE XIX

Hours of Work and Overtime

Section 19.1. *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 District, after notice to the Union and an offer of any opportunity to discuss the matter, from restructuring the normal workday or workweek, establishing new work schedules for employees or establishing part time positions; provided, however, that any employee qualified to do the work, as determined by the District, and who is covered by this Agreement, has been afforded an opportunity to perform the work before new employees are hired.

Section 19.2. *Normal Workweek and Workday.* The normal workweek shall be five (5) consecutive days of employment and the normal workday shall be eight (8) consecutive hours for each day for all employees.

Section 19.3. Rest Periods. All employees shall receive at least one fifteen (15) minute rest period during each full workday. During work beyond the normal hours in a workday, employees shall receive breaks in the same intervals as received during a normal workday.

Section 19.4. Meal Period. All employees, except upon mutual agreement, shall be granted a thirty (30) minute non-paid meal period during each regular workshift, but outside the normal eight hours of work time. Travel time is included in their lunch period. Whenever possible, the meal period shall be scheduled at the middle of each shift.

Section 19.5. Changes in Normal Workweek and Workday. The shifts, workdays and hours to which employees are assigned shall be stated on a monthly work schedule. Should it be necessary, in the interest of efficient operations, to establish schedules departing from the normal workday or workweek, the District shall give notice of such change to the affected bargaining unit employee as far in advance as is reasonably practical, but not less than five (5) business days prior to the effective date of said change, except in unusual or emergency situations. Employees shall be notified in writing prior to any schedule change.

Section 19.6. Overtime Authorization. Generally, overtime is not to be incurred. Under special or emergency conditions, overtime may be incurred, but only if specifically authorized by the Department head or his designee. Such overtime will result in compensatory time off and not in monetary payment to the extent permitted by the Fair Labor Standards Amendments of 1985 in regulations issued pursuant to implementation by the U.S. Department of Labor.

Section 19.7. Compensation for Overtime and Compensatory Time off. Any employee who is authorized to work overtime outside the normal workday or workweek, as defined in Section 19.2 of this Agreement, shall be compensated for such overtime as in the manner provided for below in this Section; provided, however, that payment for work performed on holidays shall be governed by the holiday pay provisions of Section 21.4 of this Agreement.

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

The parties understand and agree that some bargaining unit employees accumulated compensatory time for overtime worked prior to April 15, 1986, (the effective date of Section 7(0) of the FLSA). Therefore, the parties agree that all compensatory time

earned by an employee at any time prior to April 15, 1986, shall be credited to the employee. However, said time will be available for use on an hour per hour basis, but is not compensable in the manner set forth by the FLSA regulations.

Any employee who has accumulated overtime may elect to use compensatory time for segments of less than one full workday upon written request. If an employee uses compensatory time after exceeding the FLSA limits, the time used will be deducted from the hours which are below said limits. Employees shall request compensatory time off as far in advance as is reasonably possible. Compensatory time off will be scheduled, insofar as possible and practical, at those times requested by each employee. However, because of the nature of the work, and the need to maintain orderly performance and continuity of District services, it may be necessary to limit or prohibit the taking of compensatory time during a particular period or at the same time. Under no circumstances shall such requests be discriminatorily denied.

It is understood further that the District may require any employee who has accumulated in excess of one hundred twenty (120) hours to take compensatory time off provided the following procedures are followed:

- (a) The District shall first notify employees in writing of the amount of time to be taken off within ninety (90) days;
- (b) The employees shall then be given thirty (30) days within which to select particular day(s) or time(s) the employees' desire to take time off within the ninety (90) day period. Such requests shall be submitted, in writing, by the employee. A written response to said request shall be provided to the employee by his or her supervisor within five (5) business days from the date of the request. During the months of October to and including April, absent emergency or extraordinary circumstances, employee requests shall be granted. During the months of May through and including September, such requests shall be granted if consistent with the operational needs of the District. Under no circumstances shall such requests be unreasonably or discriminatorily denied.
- (c) If the employee fails to make an election within said thirty (30) days, the District may then schedule the time off. Such requirement shall not be used for the purpose of avoiding the accrual or payment of overtime.

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

Section 19.8. No Pyramiding. Neither compensation nor compensatory time off shall be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE XX

Vacations

Section 20.1. Earning Vacation Leave. From the date of hire until completion of five (5) years of service, employees shall earn thirteen (13) workdays per year of vacation leave with full pay. Vacation leave shall not accumulate beyond twenty (20) workdays. After the completion of five (5) years of service, until the completion of ten (10) years of service, employees shall earn fifteen (15) workdays per year of vacation leave with full pay which shall not accumulate beyond twenty (20) workdays. After the completion of ten (10) years of service, employees shall earn twenty workdays per year of vacation leave with full pay which shall not accumulate beyond twenty-five (25) workdays. Any earned vacation leave in excess of the limits imposed herein shall be forfeited at the commencement of the calendar year. If a bargaining unit employee exceeds the limits herein imposed as a result of having their vacation leave limited, denied, prohibited or canceled and did not have another opportunity to use the leave, the limits may be extended subject to the concurrent approval of the Department/Division Head and the Director of Human Resources. Requests for extensions shall not be unreasonably denied. Employees on any form of unpaid leave of absence shall not earn vacation leave. Employees shall earn vacation leave at the rate of one-twelfth for each month in which the employee works or is paid at least seventy-five percent of the calendar days in the month. After an employee's earned vacation leave has been so computed, if there remains a fractional balance of $\frac{1}{2}$ of a workday or less, the employee shall be deemed to have earned vacation leave of $\frac{1}{2}$ of a workday in lieu of the fractional balance; if there remains a fractional balance of more than $\frac{1}{2}$ of the workday, the employee shall be deemed to have earned a full workday of vacation leave in lieu of a fractional balance.

Section 20.2. Taking Vacation Leave. Vacation leave may be taken in increments of not less than one-half workday after the employee has been employed by the District for six (6) months. Employees may not take vacation leave before it is earned. Employees shall request vacation leave as far in advance as is reasonably possible. Requests for vacation leave may be denied by the Department or Division Head if such absence would adversely affect and interfere with the orderly performance and continuity of District services. In the case of an emergency as determined by the General Superintendent, the District may cancel and reschedule any or all approved vacation leaves in advance or in the course of their being taken. To the extent that sick leave may be exhausted, an employee may request and use vacation leave for purposes other than taking a vacation.

Section 20.3. Requests for Vacation. In order to assure the orderly performance and continuity of services provided by the employees and their respective Departments, each employee wishing to schedule a vacation should request such vacation leave as far in advance as reasonably possible, but usually at least one (1) month in advance of the requested vacation period. In order to better assure that their vacations may be scheduled, employees should, as set forth in Section 19.4, request their vacation as many months in advance as possible.

Requests for vacation shall be granted upon approval of the Department Head, in accordance with Section 19.4, unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of District service. Such requests, however, shall not be arbitrarily denied.

Section 20.4. Scheduling Vacations. Vacations will be scheduled, insofar as possible and practical, at those times requested by each employee. However, because of the nature of the work and the need to maintain orderly performance and continuity of District services, it may be necessary to limit or prohibit the taking of vacations during a particular period or at the same time.

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

- (a) Requests for vacation which are submitted during the month of December immediately preceding the calendar year will be processed giving preference to the employee's time in grade receiving the highest preference.
- (b) Requests for vacation which are submitted during the actual calendar year will be processed giving preference to the order in which the vacation requests are received, with those received first, having first priority. In the event requests are received at the same time for the same vacation period, then time in title will be the determining factor.

Section 20.5. Holidays During Vacation Period. In the event a holiday occurs during the period when an employee is on approved vacation leave, such holiday may be considered as a holiday and shall not be counted as part of the employee's vacation. The employee shall not be eligible for or receive the bonus holiday pay if he takes holiday leave.

Section 20.6. Vacation Cancellation. In the case of an emergency as determined by the General Superintendent, the District may cancel and reschedule any or all approved vacation leaves in advance or in the course of their being taken. In the event of such cancellation, the cancellation and the rescheduling should be accomplished based upon and consistent with the priority order established for each vacation leave request in accordance with the previous Sections of the Article.

Section 20.7. *Returning Veterans.* Every returning veteran shall, upon completion of three (3) months actual service in the District, be credited at the rate of one and one-twelfth (1 1/12) scheduled working days per month for each month of military service recently completed, but not to exceed twenty (20) scheduled working days, as vacation leave. The maximum accumulation for vacation leave credited to such returned veteran shall at no time exceed twenty (20) scheduled working days.

Section 20.8. *Receiving Vacation Leave Pay Upon Separation.* Upon termination of employment or an employee's death, an employee or his estate shall receive salary in lieu of any earned vacation leave which the employee was entitled to take as of the date of termination or death. The effective date of an employee's termination shall not be extended by the number of days represented by said salary in lieu of vacation leave.

ARTICLE XXI

Holidays

Section 21.1. *Holidays Observed.* The following are paid holidays for eligible employees:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Thanksgiving Day
Memorial Day

Labor Day
Columbus Day
Veteran's Day
Independence Day
Christmas Day

For the purposes of this Article, if one of the above holidays falls on Saturday, it shall be observed on the preceding Friday, and if one of the above holidays falls on Sunday, it shall be observed on the following Monday. Employees will be given the opportunity to vote in elections in the manner provided for in the 10 Illinois Compiled Statutes (1992), 5/7-42 and 5/17-15, formerly Illinois Revised Statutes (1991), ch. 46, par.7-42 and 7-15.

Section 21.2. *Floating Holiday.* Effective January 1, 2000, monthly employees covered by this agreement shall be entitled to one (1) paid floating holiday each year of this agreement. In order to be credited with a floating holiday, employee must be in pay status, or receiving disability benefits or benefits under workmens' compensation or on a "FMLA" leave on January 1. Such floating holiday shall be designated by the employee. Employees whose request is received at least two (2) weeks in advance of the designated day shall be granted the designated day subject to approval by the employee's supervisor, which approval shall not be arbitrarily or unreasonably denied. In the event of a conflict, Park District seniority by region shall control. In the event the employee is required to

work on the designated floating holiday, the employee shall receive the appropriate premium compensation as provided in Section 21.4. An employee may carry over the floating holiday to the following calendar year provided such carryover shall not exceed one (1) floating holiday and that the employee made a timely and proper designation which was denied by the employer. The floating holiday may be taken in increments of not less than one (1) working day and eligible employees shall include those on a FMLA leave or those employees that work the full scheduled working day immediately preceding and immediately following the designated holiday, unless on approved paid leave in pay status or receiving disability benefits or receiving benefits under workers' compensation the full scheduled work day immediately preceding and immediately following such designated holiday or is absent with the employer's permission, which permission will not be arbitrarily or unreasonably denied.

Section 21.3. *Holiday Eligibility Requirements.* In order to be eligible for holiday pay, the employee must work the full scheduled working day immediately preceding and immediately following the holiday, unless on approved paid leave. This Section shall not be construed to make employees on layoff eligible for holiday pay.

Section 21.4. *Holiday Pay.* Employees who do not work on a holiday shall receive holiday pay computed at their regular straight time hourly rate for the number of hours for which they were normally, regularly scheduled to work immediately prior to the holiday. In the event of an emergency or other situation which demands immediate or special attention, an employee may be required by the District to work on a holiday. In such case, the employee shall receive straight time pay for all hours worked on the holiday plus double time compensatory time off for all hours worked on that holiday. When a holiday falls within an eligible employee's approved vacation, the employee shall receive the appropriate holiday pay. Effective January 1, 2003, the parties agree that the provision of this section for payment of straight time pay for all hours worked on a holiday plus double time compensatory time off for all hours worked on that holiday shall apply to year-round hourly employees in the bargaining unit who are required by the District to work on Labor Day, Thanksgiving or Christmas.

ARTICLE XXII

Sick Leave

Section 22.1. *Earning Sick Leave.* Employees shall earn sick leave with full pay at the rate of one workday for each completed month of service with the District in which the employee works or is paid at least seventy-five percent of the calendar days of the month.

Section 22.2. *Taking Sick Leave.* Sick leave may be taken in increments of less than one full workday after the employee has been employed by the District for six (6) months. Employees may not take sick leave before it is earned. Sick leave may be used for illness, disability (including disability due to pregnancy) or injury of the employee or

their spouse or dependent child, or appointments with Doctors, Dentists, or other Professional Medical Practitioners. For Periods of absence of five (5) consecutive workdays or less, when the District can substantiate a pattern of abuse of sick leave, the District may, in its discretion, require evidence to substantiate that such leave days were used for the purposes herein set forth. For periods of absence for more than five (5) consecutive workdays, the employee shall provide written verification of the reasons for such absence upon the employees' return to work. The employee shall furnish written verification by persons licensed under the " Illinois Medical Practices Act" or under similar laws of Illinois or of other states or countries or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means. Such verification shall show the expected duration of the sick leave. Such verification shall be submitted to the Medical Department immediately upon the lapse of more than five (5) consecutive workdays taken as sick leave and shall be resubmitted no less than every forty-five (45) days thereafter. The District may require, in its discretion, that an employee take a physical examination at any time during the period when an employee is on sick leave or in connection with an employee's request to return to work after an absence of five (5) or more consecutive working days. Failure of an employee to provide such verification or to submit to such a physical examination shall on due notice cause termination of such leave.

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

Section 22.3. *Falsification of Sick Leave Verification.* The furnishing of false information in connection with the sick leave request or the failure to submit verification where required (as outlined in Section 21.2 of this Article) may result in retroactive denial of the requested leave and/or disciplinary action.

ARTICLE XXIII

Miscellaneous Leaves

Section 23.1. *Leaves of Absence Without Pay.* The Department or Division Head may, with the concurrence of the Director of Human Resources, grant an employee a leave of absence without pay for a period not to exceed six (6) months. An employee desiring to take a leave of absence without pay shall file a written application with his length of the requested leave. After considering the circumstances, including the need of the District to have a person actively working in the employee's job, the responsible official may, in his discretion, and after receiving the approval of the Director of Human Resources, grant the requested leave and may specify the terms and conditions of the leave. Any decision of the responsible official to deny leave and any decision as to the terms of the leave may be appealed to the General Superintendent by filing a written notice of appeal to the Director of Human Resources within five (5) days after receiving notice of the terms and conditions of the proposed leave. If an employee fails to return from leave after the termination or

expiration of the leave, the employee may be subject to disciplinary action, including discharge.

Section 23.2. *Military Leave and Peace Corps Leave.* Military and Peace Corps Leaves shall be granted in accordance with applicable law.

Section 23.3. *Court Leave.* Subject to a pay deduction of any juror's fees received, an employee shall be entitled to court leave with pay when called for jury duty, subpoenaed by any legislative, judicial or administrative tribunal, or directed by the District to provide service related to litigation involving the District. An employee who is called for such service shall immediately notify his Department or Division Head.

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

Section 23.4. *Funeral Leave.* An employee shall be entitled to three (3) consecutive workdays of funeral leave for the purpose of attending the funeral of a family member of the employee's immediate family. Immediate family means spouse, child, mother, father, mother in law, father in law, brother, sister, grandmother or grandfather. The employee shall provide satisfactory evidence of death and attendance at the funeral, if so requested by the District.

Section 23.5. *Personal Leave.* Employees shall earn four (4) workdays per year of personal leave with full pay. Personal leave in excess of four (4) days shall be added to the employee's sick leave. Employees on any form of unpaid leave of absence shall not earn personal leave. Employees shall earn one workday of personal leave at the commencement of every quarter.

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

Section 23.6. *Temporary Disability and Maternity Leave.* The Department or Division Head may grant temporary disability leave without pay to an employee who is unable to perform a substantial portion of his regularly assigned duties due to a temporary physical or mental disability or due to pregnancy. An employee desiring to take temporary disability leave shall report the disability as soon as the disability is known. An employee

desiring to take maternity leave shall notify the responsible Department or Division Head four (4) months prior to the commencement time of the proposed leave. He thereafter shall furnish to the employee's Department or Division Head written application for leave together with a written verification by a person licensed under the "Illinois Medical Practices Act" or under similar law of Illinois or of other states or countries or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means. Such verification shall show the diagnosis, prognosis and expected duration of the requested disability or maternity leave. Such verification shall be resubmitted no less often than forty-five (45) days during the period of disability or maternity leave. The District may require, at its discretion, that an employee take a physical examination at any time during the period when an employee is on disability or maternity leave or in connection with an employee's request to return to work after said leave. Failure of an employee to provide such verification or submit to a physical examination shall on due notice cause termination of such leave. After considering the circumstances, including the need of the District to have a person actively working in the employee's job and recommendations, if any, of the Director of Human Resources, the Department or Division Head or General Superintendent may, in his discretion, grant that requested leave and may specify the terms and conditions of the leave. Any temporary disability or maternity leave shall terminate on the happening of one of the following events, whichever occurs first:

- (i) said employee is no longer temporarily disabled (from performing his regularly assigned duties, or;
- (ii) said employee is found by the District's physician (in consultation with the employee's physician or by an appropriate administrative tribunal or court to be permanently disabled and thereby permanently unable to perform a substantial or significant portion of his regularly assigned duties, or;
- (iii) said employee has been on temporary disability or maternity leave for one (1) year.

If any employee fails to return from leave after termination of the leave, the employee may be subject to disciplinary action, including discharge. If an employee continues to be disabled after the expiration of one (1) year and the employee is entitled to receive disability benefits from the Park Employees' Annuity and Benefit Fund related to that disability, such employee shall be placed on inactive employees status until such time as he is no longer eligible for benefits. Employees placed on inactive status shall have no rights as employees, but only have the right to receive pension benefits as determined by the Park Employees' Annuity and Benefit Fund Board.

Section 23.7. *Employees on Any Form of Unpaid Leave as of the Effective Date of this Agreement.* If any employee covered by this section has heretofore been on an unpaid leave of absence that has lasted longer than is permitted under the terms of this Section, said leave of absence shall be terminated fourteen (14) days after the effective

date hereof. The General Superintendent shall cause each such employee to be notified of the provisions of this Section and of termination of his leave. The District shall be deemed to have fulfilled its obligation by mailing the notification by registered mail or certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the District with his latest mailing address.

Section 23.8. *Effect of Miscellaneous Leave Upon Seniority.* The period of leave of absence granted under Sections 22.1 and 22.6, of this Article shall not be considered as time worked or as service with the District within the meaning of any other provisions of this Agreement, except as specifically set forth in those Sections.

ARTICLE XXIV

Wages

Section 24.1. *General Wage Increase.*

- (a) Year 1 (January 1, 2002 – December 31, 2002) -- employees shall receive a 3% increase in their current wages effective January 1, 2002.
- (b) Year 2 (January 1, 2003 – December 31, 2003) -- employees shall receive a 3% increase in their current wages effective January 1, 2003 and a 1% increase in their current wages effective July 1, 2003.
- (c) Year 3 (January 1, 2004 – December 31, 2004) -- employees shall receive a 3% increase in their current wages effective January 1, 2004 and a 1% increase in their current wages effective July 1, 2004.

Section 24.2. *Longevity Pay.* All employees who occupy positions in titles under the Union's jurisdiction who have completed fifteen (15) years of service shall receive an additional \$12.50 per pay period based on twenty-six (26) pay periods to their annual salaries. Thereafter, employees who complete fifteen (15) years of service shall receive the \$12.50 per pay period salary adjustment effective on their employment anniversary date. Effective January 1, 2003, eligible employees who have completed fifteen years of service or more shall receive \$15.00 per pay period. Effective January 1, 2003, eligible employees who have completed twenty-five years of service or more shall receive an additional \$2.50 pay period (for a total of \$17.50 per pay period).

Section 24.3. *Wage Adjustments.* Effective January 1, 2003, the parties agree to add Heavy Equipment Premium at \$2.00 per hour. Heavy equipment in this bargaining unit means rototilling, delivery and removal of fibar with designated motorized equipment,

snowplowing, and operating farm tractors, wide area mower, bobcat with skid steer, or its substantial equivalent. Effective January 1, 2003, the parties agree to add maintenance foreman premium and labor foreman premium at \$1.00 per hour. Effective January 1, 2004, the parties agree to add a maintenance laborer premium at \$.25 per hour.

ARTICLE XXV

Pensions

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

ARTICLE XXVI

Hospitalization Insurance

Section 26.1. Basic Benefit. The District will continue to provide health benefits now in effect for employees covered by this Agreement, and will consider providing additional plans offering dental and vision insurance for employees (and their immediate families) covered by this Agreement. Such plans may be submitted by the Union prior to or during the open period and will be discussed by the parties at such time. The District agrees to add domestic partners to the health benefits now in effect for employees in accordance with plan eligibility requirements. The District reserves the right to increase deductibles or reduce coverage in order to avoid increasing the District's cost of providing such insurance. Based on budget limitations, if the hospitalization premium increases by more than ten percent (10%) on a yearly basis, the District reserves the option to assess a portion of any excess beyond the ten percent (10%) increase to the employee. Also based upon budget limitations, if the hospitalization premium decreases by more than ten percent (10%) on a yearly basis, the District reserves the option to reduce the amount of the insurance premium paid by employees in an amount beyond the ten percent (10%) decrease.

Section 26.2. Right to Select Carrier. The benefits provided herein shall be provided through policies issued by an insurance company or issuance companies selected by the District, or through one or more HMO's approved by the District. The District agrees to notify the Union if it intends a change in health care providers, ninety (90) days prior to the intended change. The District further agrees to provide the Union an opportunity to bargain concerning the identity and quality of care of any contemplated insurance carrier before implementation of a change of carrier.

Section 26.3. Miscellaneous. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated, shall result in no liability to the District, nor shall such failure be considered a breach by the District, of any obligation undertaken

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

Section 26.4. *Employee Contributions.* Employees who receive health benefits under this provision shall be required to make contributions in the amount of 1% (one percent) of their wages. Effective July 1, 2003, the required contribution for employees who receive family health benefits shall increase to 1.5% of their wages. Deductions for the contributions shall be made each pay period from the employee's pay check. Employees on any unpaid leave of absence shall be required to submit a check or money order in the amount of 1/12th of 1%, or 1.5%, as the case may be, of their annual wages on or before the first of each month during their leave of absence to the District. Failure to submit the required amount each month shall result in loss of the employee's health benefits.

Section 26.5 *Waiver of Medical Benefits Coverage.* An employee who has existing medical benefits coverage under another person's medical benefits program may elect to waive participation in the District's medical benefits plan upon completion and delivery of a waiver form that includes documentation of existing medical benefits coverage for the employee which is satisfactory to the District. Upon completion and delivery of such waiver form, the employee shall receive \$150.00 per month payable in accordance with the District's normal payroll practices.

Any employee who elects to waive coverage under the District's medical benefits program may not re-enroll in the District's medical benefits plan unless:

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

If an employee re-enrolls in the District's medical benefits plan, the \$150.00 per month payment shall cease immediately and the employee shall begin making contributions in accordance with Section 26.4.

Effective with the parties' execution of this Agreement, Section 26.5 shall be considered deleted from the Agreement except employees who were receiving the waiver as of the date of said execution shall be eligible to continue to receive the waiver until such time as they no longer receive the waiver.

ARTICLE XXVII

Union/District Relationships

Section 27.1. Copy of Agreement. The District agrees to allow the Union to provide a copy of this Agreement to each employee whose title appears in the appendix of this Agreement. The District shall have the responsibility for providing copies of the Agreement to its non-bargaining unit employees. The Union shall bear the printing cost for copies to its members and the District shall bear the printing cost for non-bargaining unit employees.

Section 27.2. Employee List. The District agrees to furnish the Union a listing or tape, on a quarterly basis, which contains the following information: name, address, social security number, work location, job classification, employment status, i.e., monthly or hourly, date of hire, birth date, number or name of cluster or region, job code, year to date hours worked for hourlies, membership status, race and sex of employees.

ARTICLE XXVIII

Miscellaneous

Section 28.1. Benefits for Hourly Employees. (a) All hourly employees covered by this Agreement, after six (6) months of employment with the District, shall receive the following benefits offered to monthly employees: personal leave, funeral leave and court leave, which shall be paid on a pro rata basis. Hourly employees shall earn one-half ($\frac{1}{2}$) day of personal leave at the commencement of each quarter. Hourly employees shall also be entitled to accumulate 2.6667 hours of sick leave per 167 hours worked, up to a maximum of four (4) days per year, which shall accrue on a pro rata basis.

A seasonal employee covered by this Agreement and who is employed more than eight (8) weeks in a season shall earn the same paid time off benefits as a year round

hourly employee, beginning at the commencement of the seasonal employee's third season in three consecutive years of employment with the District.

(b) Effective January 1, 2000, all hourly employees with seven (7) or more years of service with the District shall receive employee-only health insurance (which does not include dental) through a health care provider to be designated by the District from time-to-time (the current designee is Rush-Prudential HMO). Effective January 1, 2001, all hourly employees with five (5) or more years of service shall receive employee-only health insurance (which does not include dental) through a health care provider to be designated by the District from time-to-time (the current designee is Rush-Prudential HMO). Effective July 1, 2003, all hourly employees with four (4) or more years of service shall receive employee-only health insurance (which does not include dental) through a health care provider to be designated by the District from time-to-time (the current designee is Unicare HMO). All hourly employees who receive insurance under this provision shall be required to make contributions every pay period in the amount of 1/26th of 1% (one percent) of the average yearly earnings of Local 73 year round hourly employees for the previous year. Effective July 1, 2003, the required contribution for employees who receive family health benefits shall increase to 1.5% of their wages. Deductions for the contributions shall be made each pay period from the employee's pay check. Employees on any unpaid leave of absence shall be required to submit a check or money order in the amount of 1/12th of 1% (one percent), or 1.5% (one and one-half percent), as the case may be, of the average yearly earnings of Local 73 year round hourly employees for the previous year on or before the first of each month during their leave of absence to the District. Failure to submit the required amount each month shall result in loss of the employee's health benefits. Hourly employees shall be entitled to purchase hospitalization insurance at a reduced, group rate. All costs associated with said insurance shall be the responsibility of hourly employees who choose to participate. Information on the benefits, cost and coverage of this insurance will be made available when new employees are hired. Current employees can request and will receive said information from the Human Resource Manager in their area.

(c) An hourly employee who is eligible to receive employee-only health insurance under Section 28.1(b) and who has existing medical benefits coverage under another person's medical benefits program may elect to waive participation in the District's medical benefits plan upon completion and delivery of a waiver form that includes documentation of existing medical benefits coverage for the employee which is satisfactory to the District. Upon completion and delivery of such waiver form, the employee shall receive \$150.00 per month payable in accordance with the District's normal payroll practices.

Any employee who elects to waive coverage under the District's medical benefits program may not re-enroll in the District's medical benefits plan unless:

- (1) the employee or his/her dependents lose eligibility for the other medical coverage: as a result of legal separation, divorce, death of my spouse, termination of employment, reduction in work hours, unpaid

leave of absence, expiration of COBRA coverage, cessation of employer contributions or a significant increase in cost of other medical coverage, but not the failure of the employee to pay premiums on a timely basis. The employee must enroll in the District's medical benefits plan within thirty (30) days after his/her other medical benefits coverage ends; or

- (2) the employee has a new dependent as a result of marriage, birth, adoption or placement for adoption and the employee requests enrollment into the District's medical benefits plan in writing satisfactory to the District within thirty (30) days after the marriage, birth, adoption or placement for adoption; or
- (3) the employee enrolls during the District's open enrollment period for medical benefits coverage effective the following January 1.

If an employee re-enrolls in the District's medical benefits plan, the \$150.00 per month payment shall cease immediately and the employee shall begin making contributions in accordance with Section 28.1 (b).

Effective with the parties' execution of this Agreement, Section 28.1(c) shall be considered deleted from the Agreement except employees who were receiving the waiver as of the date of said execution shall be eligible to continue to receive the waiver until such time as they no longer receive the waiver.

Section 28.2. *Policy Changes.* During the term of this Agreement, the District agrees to notify the Union when or if it contemplates a policy change which will affect the wages, hours or terms and conditions of employment of employees working under this Agreement. The District further agrees to notify the Union in writing within ten (10) working days if it intends to implement such a change.

Section 28.3. *Uniforms.* The District shall furnish uniforms, free of charge, to all employees covered by this Agreement who, as a condition of employment, are required to wear a uniform. Matters regarding the adequacy of uniforms and the application of the District's Dress Code shall be referred to the TQLMC.

Section 28.4. *Use of Private Automobile.* The District shall not require employees covered by this Agreement to use their private automobile to transport children or equipment, except for hand tools and litter bags, unless they are covered by liability insurance purchased and paid for by the District, or the District has secured a legally enforceable document guaranteeing the employee(s) indemnification from legal responsibility and all costs incurred as a result of defending any lawsuit brought against the employees for actions arising as a result of the use of the employee's private automobile

ARTICLE XXXI

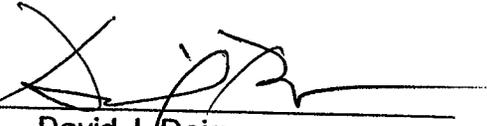
Termination

This Agreement shall be effective the 1st day of January, 2002, and shall remain in full force and effect until 11:59 p.m., on the 31st day of December, 2004. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than sixty (60) days prior to the expiration date of this Agreement that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than fifty (50) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations until the stated expiration date of this Agreement.

SIGNED AND ENTERED INTO THIS DAY OF OCTOBER, 2002

Chicago Park District

Service Employees International
Union Local 73, AFL-CIO, CLC

BY: 
David J. Doig
General Superintendent

BY: 
Christine Boardman
President

DATE: 11-12-02

DATE: 11-12-2002

**SEIU TITLES
CONTRACT RATES**

POSITION DESCRIPTION	CURRENT	1/1/2002	1/1/2003	7/1/2003	1/1/2004	7/1/2004
Accounting Cashier	\$36,127.58	\$37,211.41	\$38,327.75	\$38,711.03	\$39,872.36	\$40,271.08
Accounting Cashier (H)	\$10.52	\$10.84	\$11.16	\$11.27	\$11.61	\$11.73
Accounts Payable Accountant	\$29,148.25	\$30,022.70	\$30,923.38	\$31,232.61	\$32,169.59	\$32,491.29
Accounts Payable Supervisor	\$33,632.60	\$34,641.58	\$35,680.83	\$36,037.63	\$37,118.76	\$37,489.95
Admin Secretary I	\$25,778.00	\$26,551.34	\$27,347.88	\$27,621.36	\$28,450.00	\$28,734.50
Admin Secretary II	\$29,645.00	\$30,534.35	\$31,450.38	\$31,764.88	\$32,717.83	\$33,045.01
Aquatic Supervisor	\$43,132.68	\$44,426.66	\$45,759.46	\$46,217.05	\$47,603.57	\$48,079.60
Artcraft Instructor (H)	\$11.96	\$12.32	\$12.69	\$12.82	\$13.20	\$13.33
Artcraft Instructor (M)	\$33,883.48	\$34,899.98	\$35,946.98	\$36,306.45	\$37,395.65	\$37,769.60
Assistant Storekeeper	\$31,659.26	\$32,609.04	\$33,587.31	\$33,923.18	\$34,940.88	\$35,290.29
Attendant (H)	\$9.69	\$9.98	\$10.28	\$10.38	\$10.69	\$10.80
Attendant (M)	\$26,987.60	\$27,797.23	\$28,631.14	\$28,917.46	\$29,784.98	\$30,082.83
Attendant (S)	\$9.35	\$9.63	\$9.92	\$10.02	\$10.32	\$10.42
Ballfield Maintenance Laborer (S)	\$6.38	\$6.57	\$6.77	\$6.84	\$7.04	\$7.11
Camp Coordinator (S)	\$15.30	\$15.76	\$16.23	\$16.39	\$16.89	\$17.05
Camp Counselor (S)	\$12.24	\$12.61	\$12.99	\$13.12	\$13.51	\$13.64
Cashier	\$43,475.44	\$44,779.70	\$46,123.09	\$46,584.33	\$47,981.85	\$48,461.67
Choreographer (S)	\$9.66	\$9.95	\$10.25	\$10.35	\$10.66	\$10.77
Claims Adjuster	\$37,457.80	\$38,581.53	\$39,738.98	\$40,136.37	\$41,340.46	\$41,753.87
Clerk I	\$22,365.40	\$23,036.36	\$23,727.45	\$23,964.73	\$24,683.67	\$24,930.51
Clerk I (H)	\$11.21	\$11.55	\$11.89	\$12.01	\$12.37	\$12.50
Clerk II	\$26,843.41	\$27,648.71	\$28,478.17	\$28,762.96	\$29,625.84	\$29,922.10
Clerk II (H)	\$12.44	\$12.81	\$13.20	\$13.33	\$13.73	\$13.87
Clerk III	\$30,159.04	\$31,063.81	\$31,995.73	\$32,315.68	\$33,285.15	\$33,618.00
Clerk III (H)	\$14.72	\$15.16	\$15.62	\$15.77	\$16.25	\$16.41
Coach (S)	\$12.24	\$12.61	\$12.99	\$13.12	\$13.51	\$13.64
Contract Clerk	\$27,780.55	\$28,613.97	\$29,472.39	\$29,767.11	\$30,660.12	\$30,966.72
Costume Assistant (H)	\$11.87	\$12.23	\$12.59	\$12.72	\$13.10	\$13.23
Costume Coordinator	\$30,505.11	\$31,420.26	\$32,362.87	\$32,686.50	\$33,667.09	\$34,003.77
Crafts Instructor (H)	\$11.96	\$12.32	\$12.69	\$12.82	\$13.20	\$13.33
Crafts Instructor (M)	\$33,883.48	\$34,899.98	\$35,946.98	\$36,306.45	\$37,395.65	\$37,769.60
Customer Service Aide	\$5.65	\$5.82	\$5.99	\$6.05	\$6.24	\$6.30
Drama Instructor - Dir (S)	\$11.55	\$11.90	\$12.25	\$12.38	\$12.75	\$12.87
Drama Instructor (H)	\$11.96	\$12.32	\$12.69	\$12.82	\$13.20	\$13.33
Drama Instructor (M)	\$33,883.48	\$34,899.98	\$35,946.98	\$36,306.45	\$37,395.65	\$37,769.60
Drama Instructor (S)	\$11.55	\$11.90	\$12.25	\$12.38	\$12.75	\$12.87
Field Cashier (M)	\$27,362.53	\$28,183.41	\$29,028.91	\$29,319.20	\$30,198.77	\$30,500.76
Floor Crew Foreman	\$31,240.36	\$32,177.57	\$33,142.90	\$33,474.33	\$34,478.56	\$34,823.34
Floor Crew Worker (H)	\$14.42	\$14.85	\$15.30	\$15.45	\$15.91	\$16.07
Floor Crew Worker (M)	\$28,991.49	\$29,861.23	\$30,757.07	\$31,064.64	\$31,996.58	\$32,316.55
General Ledger Accountant	\$31,235.61	\$32,172.68	\$33,137.86	\$33,469.24	\$34,473.31	\$34,818.05
General Ledger Supervisor	\$36,041.07	\$37,122.30	\$38,235.97	\$38,618.33	\$39,776.88	\$40,174.65
Gymnastics Instructor	\$33,883.48	\$34,899.98	\$35,946.98	\$36,306.45	\$37,395.65	\$37,769.60
Gymnastics Instructor (H)	\$16.29	\$16.78	\$17.28	\$17.45	\$17.98	\$18.16
Gymnastics Supervisor	\$37,601.23	\$38,729.27	\$39,891.14	\$40,290.06	\$41,498.76	\$41,913.75
Head Attendant	\$28,991.49	\$29,861.23	\$30,757.07	\$31,064.64	\$31,996.58	\$32,316.55
Health Benefits Administrator	\$37,001.61	\$38,111.66	\$39,255.01	\$39,647.56	\$40,836.98	\$41,245.35
Inclusion Aide (S)	\$12.24	\$12.61	\$12.99	\$13.12	\$13.51	\$13.64
Junior Laborer (Daycamp)	\$7.90	\$8.14	\$8.38	\$8.46	\$8.72	\$8.81
Junior Laborer (S)	\$7.90	\$8.14	\$8.38	\$8.46	\$8.72	\$8.81
Lab Sample Collector (S)	\$8.77	\$9.03	\$9.30	\$9.40	\$9.68	\$9.78
Lab Tech, Class I (S)	\$8.94	\$9.21	\$9.48	\$9.58	\$9.87	\$9.97
Lab Tech, Class II (S)	\$10.04	\$10.34	\$10.65	\$10.76	\$11.08	\$11.19
Lab Tech, Class III (S)	\$11.77	\$12.12	\$12.49	\$12.61	\$12.99	\$13.12
Labor Foreman	\$32,321.68	\$33,291.33	\$36,370.07	\$36,733.77	\$37,835.78	\$38,214.14
Labor Foreman (S)	\$30,956.64	\$31,885.34	\$34,921.90	\$35,271.12	\$36,329.25	\$36,692.54
Laborer (Maintenance)	\$26,987.60	\$27,797.23	\$28,631.14	\$28,917.46	\$30,304.98	\$30,608.03
Laborer (S)	\$12.82	\$13.20	\$13.60	\$13.74	\$14.15	\$14.29
Life Guard (H)	\$9.85	\$10.15	\$10.45	\$10.55	\$10.87	\$10.98

**SEIU TITLES
CONTRACT RATES**

POSITION DESCRIPTION	CURRENT	1/1/2002	1/1/2003	7/1/2003	1/1/2004	7/1/2004
Storekeeper, Class I	\$41,605.85	\$42,854.03	\$44,139.65	\$44,581.04	\$45,918.47	\$46,377.66
Stores & Mail Supervisor	\$41,605.85	\$42,854.03	\$44,139.65	\$44,581.04	\$45,918.47	\$46,377.66
Supply Tech, Class I	\$30,159.03	\$31,063.80	\$31,995.71	\$32,315.67	\$33,285.14	\$33,617.99
Supply Tech, Class II	\$35,680.72	\$36,751.14	\$37,853.68	\$38,232.21	\$39,379.18	\$39,772.97
Telecommunications Coordinator	\$35,326.33	\$36,386.12	\$37,477.70	\$37,852.48	\$38,988.05	\$39,377.94
Telephone Operator	\$25,156.75	\$25,911.45	\$26,688.80	\$26,955.68	\$27,764.35	\$28,042.00
Therapeutic Recreation Coordinator	\$36,050.51	\$37,132.03	\$38,245.99	\$38,628.45	\$39,787.30	\$40,185.17
Therapeutic Recreation Instructor (H)	\$11.96	\$12.32	\$12.69	\$12.82	\$13.20	\$13.33
Therapeutic Recreation Instructor (M)	\$33,883.48	\$34,899.98	\$35,946.98	\$36,306.45	\$37,395.65	\$37,769.60
Therapeutic Recreation Leader	\$8.66	\$8.92	\$9.19	\$9.28	\$9.56	\$9.65
Upholsterer (H)	\$16.38	\$16.87	\$17.38	\$17.55	\$18.08	\$18.26
Upholsterer (M)	\$32,773.30	\$33,756.50	\$34,769.19	\$35,116.89	\$36,170.39	\$36,532.10
Vermin Exterminator	\$29,222.20	\$30,098.87	\$31,001.83	\$31,311.85	\$32,251.21	\$32,573.72
Vermin Exterminator (S)	\$13.55	\$13.96	\$14.38	\$14.52	\$14.95	\$15.10

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

RE: Aquatic Supervisors

Effective May 15, 1999, Aquatic Supervisors shall receive an upward adjustment as determined by the criteria set below to their annual salaries for the period of May 15 to September 15.

Current Staff Size (Summer)	Pts	Last Year's Jr. Lifeguard Participants	Pts.	Strhse Pts
40 or more	3	201 or more	3	Yes 1
39 -16	2	200-100	2	No 0
15 or under	1	99-1	1	

Points

5 pts or more - \$10,000
 3 pts - 4 pts - \$9,000
 1 pts - 2 pts - \$8,000

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

RE: Credit Checks

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

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

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

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

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

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

RE: Job Qualifications

Effective upon the execution of this Agreement, a bachelor's degree in business, property management, public administration, recreation and leisure or comparable major shall be required for new hires in the position of playground supervisor. There shall be a temporary waiver for the requirement of a bachelor's degree for the playground supervisor position for a period of six (6) years for applicants that have been employed by the Park District as an instructor for at least six (6) years. This temporary waiver may be extended for extenuating circumstances.

Also, effective upon the execution of this Agreement, a bachelor's degree in physical education, recreation and leisure, social services, education, special education, child development or comparable major shall be required for new hires in the position of monthly instructors. However, this requirement shall not apply to those applicants for monthly instructor positions who were hourly instructors on the date of the execution of this Agreement. There also shall be a temporary waiver for the requirement of a bachelor's degree for the monthly physical instructor position for a period of four (4) years for applicants that have been employed in a year round Park District recreation position for at least five (5) years. This temporary waiver may be extended for extenuating circumstances.

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

RE: DISCIPLINE

I. CORRECTIVE ACTION MEETING

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

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

If a suspension or discharge may be warranted, a Corrective Action Meeting ("CAM") is scheduled. The District shall notify, by fax the Union and either verbally or by fax, the employee at least five (5) business days in advance of the meeting date. Upon a showing of good cause, the Union or the employee may request an extension of not more than three business (3) days. Extensions shall not be unreasonably denied.

The CAM shall be facilitated by the HR manager or his/her designee from the HR department. The goal of the meeting is for the HR representative to reach an agreed resolution of the situation. The CAM process shall be as follows: the HR representative gathers the facts regarding the situation. Based on the facts elicited, a Corrective Action Plan ("CAP") shall be drafted. The CAP is an agreement signed by the parties that sets forth agreed future behaviors the parties will engage in to avoid this situation in the future. CAP agreements do not constitute discipline.

In addition, the HR representative shall determine if any disciplinary action, including but not limited to a suspension or termination, is appropriate pursuant to the Code of Conduct and the policies and procedures of the Park District. If a determination is made that a suspension or termination is warranted, the HR representative shall propose a Pre-Disciplinary Agreement to the employee and if applicable, his/her Union representative to resolve the matter. If an agreement is reached, the employee shall have seventy-two (72) hours thereafter to serve written notice of decision to revoke said agreement with his/her HR manager. If the agreement is not revoked by the employee, the matter shall be closed.

If the parties do not reach agreement or the employee revokes the agreement, discipline shall be promptly imposed on the employee and the matter shall be scheduled for an appeal. The procedures for appeals are outlined in Section 12.3 of the Agreement. The parties shall exchange the documents that they intend to use for the appeal within three business days of the CAM or the decision to revoke the Pre-Disciplinary Agreement. If, after the CAM, any party intends to use any other documents at the appeal, that party shall provide those documents to the other side at least three (3) business days before the appeal hearing.

II. TABLE OF PENALTIES

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

Group A - Termination for first offense, absent mitigating circumstances justifying a less serious penalty.

Group B - 1st offense: 3-5 day suspension; termination may be called in for appropriate cases

- 2nd offense: 5 day suspension or termination

Group C - 1st offense: oral, written, or 1 - 3 day suspension

- 2nd offense: 1 - 5 day suspension

- 3rd offense: 5 day suspension or termination

III. SUSPENSION CONVERSION TABLE

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

Rendered Prior to the Execution of This Agreement	Rendered Subsequent to the Execution of This Agreement
1-5 days	one working day
10 days	two working days
15 days	three working days
20 days	four working days
30 days	five working days

IV. SEASONAL EMPLOYEES

At the commencement of the third consecutive season, seasonal employees shall not be terminated without the termination being monitored by the Employee Relations Counsel or the Director of Human Resources or his designee.

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

RE: Drug and Alcohol Policy

Section 1: Policy Statement

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

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

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

Section 2: Definitions

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

(c) Employer Premises: All property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer has authority as employer.

(d) Employee: All persons covered by this Agreement.

(e) Accident: An event resulting in injury to a person requiring medical attention or causing significant damage to property to which an employee contributed as a direct or indirect cause.

(f) Reasonable Suspicion: Erratic or unusual behavior by an employee including but not limited to noticeable imbalance, incoherence and disorientation, which would lead a person of ordinary sensibilities to conclude that the employee is under the influence of drugs and/or alcohol.

(g) Under the Influence: Any mental, emotional, sensory or physical impairment due to the use of drugs or alcohol.

(h) Test: The taking and analysis of any body component sample, whether by blood, breath, urine, or in any other scientifically reliable manner, for the purpose of identifying, measuring or quantifying the presence or absence of drugs, alcohol, or any metabolite thereof.

Section 3: Disciplinary Action

(a) All employees must report to work in a physical condition that will enable them to perform their jobs in a safe manner. Further, employees shall not use, possess, dispense or receive prohibited items or substances on or at the Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When the Employer has reasonable suspicion to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on an emergency suspension with pay

until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

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

Section 4: Drug and Alcohol Testing

- (a) The Employer may require drug and/or alcohol testing under the following conditions:
 - (i) where there is a reasonable suspicion that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.
 - (ii) a test may be required if an employee is involved in a workplace accident or fighting;
 - (iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one-year period.
 - (iv) where testing is required by state or federal government regulations or otherwise required by law.
 - (v) random testing may be required of employees in the beaches and pools unit and security guards. The random testing shall be conducted in a manner consistent with the guidelines established by the U.S. Department of Transportation regulations for over the road truck drivers.
 - (vi) a test may be required whenever an employee returns from an extended leave of absence or layoff of three months or longer.
- (b) Employees to be tested will be required to sign a consent form and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, he or she will be subject to termination.
- (c) Drug and alcohol testing will be conducted by an accredited independent laboratory and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(e) Initial and confirmatory (or breathalyzer) test results which meet or exceed the level of blood alcohol established in the Illinois Motor Vehicle Act as legal intoxication shall establish that the tested employee was under the influence of alcohol.

(f) The cost of initial and confirmatory testing will be borne by the Employer.

(g) Drug and alcohol test results shall be reported to the Director of Human Resources or his designee in the manner to be prescribed by the Director of Human Resources. The Employee shall be notified of the test results in writing. The Director of Human Resources will inform the applicable department head of any employee who tests positive for alcohol or drugs, who in turn will initiate disciplinary proceedings under Section 3 above.

(h) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any employee whose test result is positive may elect, at his or her expense, to be retested by the same or other laboratory satisfactory to the Director of Human Resources, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. Employees electing to be retested shall not be paid for the time between the initial positive test and the time of the retest. Positive results of said retesting shall be conclusive as to the presence of alcohol or drugs. The failure to take a sufficient sample, or to preserve such sample, to allow for retesting, shall not affect the removal from eligibility of an applicant or personnel action, including discharge, of any employee. If the retest is negative, the District shall reimburse the employee for the cost of the test and any loss of pay.

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

Section 5: Employee Assistance Program

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

June 12, 1996

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

RE: Orientation for Seasonal Employees

Dear Cathy:

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

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

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

Very Truly Yours,

Pamela A. Munizzi
Superintendent of Employment

June 12, 1996

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

RE: SALARY SURVEY

Dear Cathy:

This confirms that thirty (30) days before the date of our second TQLMC meeting, the Chicago Park District will provide to the Union salary survey information for the following titles:

Laborer
Laborer Foreman
Attendant
Clerk I, II & III
Maintenance Foreman

This salary survey will include an analysis of job duties, clarification of current job descriptions, pay parity and suggested lines of promotion. This information will be exchanged prior to the TQLMC meeting so that both parties may review such documentation for subsequent discussion at the scheduled TQLMC meeting. In addition, the review of hourly salaries will be discussed for purposes of determining pay parity based on monthly rates.

Very Truly Yours,

Pamela A. Munizzi
Superintendent of Employment

June 12, 1996

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

RE: REVIEWING LINES OF PROMOTION

Dear Cathy:

This is to confirm that, within thirty (30) days of the signing of the 1995-1998 Agreement, and continuing on a regular basis, the District's Superintendent of Employment, or designee, will meet with the Union representatives to discuss the lines of promotion in the Local 73 bargaining unit. The agenda for the first meeting shall include the following:

- A. Creation of cultural titles -- monthly and hourly;
- B. Creation of cross-functioning lines of promotion;
- C. Further discussion of the Park Supervisor job description;
- D. Discussion of other Local 46 73 titles/job descriptions which fall into
the lines of promotion;
- E. Consolidation of current titles into proposed new titles.

Very Truly Yours,

Pamela A. Munizzi
Superintendent of Employment

June 12, 1996

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

RE: SALARY RANGE FOR PARK AND PLAYGROUND SUPERVISORS

Dear Cathy:

The parties have agreed to create a salary pay range up to an additional \$10,000.00 for Park and Playground Supervisors, based upon certain criteria. The parties have bargained over the criteria. The parties will continue to discuss establishing similar salary ranges for other bargaining unit titles, only to occur on the mutual agreement of the parties. This subject will be on the agenda of the third TQLMC meeting.

If an agreement to include additional titles is reached, the District has agreed to accept the Union's recommendations regarding the inclusion of those titles in the order the Union submits them.

Very Truly Yours,

Pamela A. Munizzi
Superintendent of Employment