AGREEMENT BETWEEN

THE

CHICAGO PARK DISTRICT

AND

INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS LOCAL 153

JULY 1, 2012 – JUNE 30, 2017
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AGREEMENT

THIS AGREEMENT made and entered into this ___ day of ______ 2014 by and between the CHICAGO PARK DISTRICT, an Illinois municipal corporation (hereinafter referred to as the “District”), and the INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS, LOCAL 153 (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 operated 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 matter; and

WHEREAS, this Agreement is entered into to prevent strikes and lockouts and to help insure 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 of employment, and conditions of employment; to increase the efficiency and productivity of employees in the District, to provide for managerial flexibility, and provide for prompt and fair settlement of certain grievances without any 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 the collective bargaining and harmonious relations 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.** The District recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours, and conditions of employment, for all employees of the District who occupy positions in the job classifications described in Appendix A of this Agreement. The parties agree that such recognition, and the terms of this Agreement, exclude all other employees, and all supervisors, short-term employees and managerial employees as defined in 5 Illinois Compiled Statutes 315/3 (1992), formerly Illinois Revised Statutes 1991, ch.48, par.1603.

Employees covered by this Agreement and/or performing bargaining unit work who are not eligible to receive fringe benefits shall not be required to contribute or otherwise be charged for any such benefit; and such employee who has made payment shall be reimbursed and made whole for any such payments.
SECTION 1.2. The job classifications listed in Appendix I are for descriptive purposes only. 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 I, it 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 153 bargaining unit.

ARTICLE II
GENDER

Wherever the male or female gender is used in this 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 the regular monthly dues of the Union (uniform in dollar amount for each employee) shall be deducted from such employee’s pay. The amounts so deducted 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 amounts. Dues authorizations shall be irrevocable for one year or the term of this Agreement, whichever is shorter.

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 reasonable 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 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
UNION SHOP AND FAIR SHARE

SECTION 4.1. UNION DUES AND FAIR SHARE PAYMENTS. It is recognized that the Union owes the same responsibilities 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 are covered by this Agreement shall, as a condition of continued employment with the District, either: (1) become members 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 four-fifths (4/5) of the amount 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. Such fair share payments shall be deducted each calendar month by the District from the earnings of the non-member employees, and the District shall remit the fair share deductions promptly to the Union.

SECTION 4.2. FAILURE TO PAY DUES OR FAIR SHARE FEES. Payment of Union dues or fair share fees shall commence within thirty (30) days after 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 fair share fees are owed and have not been paid. If the employee makes the required payment, discharge shall not occur.
SECTION 4.3. 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 to by the Union and the affected involved employees, as set forth in 5 Illinois Compiled Statutes 315/6 (g), formerly Illinois Revised Statutes 1991, ch. 48, par. 1606 (g).

SECTION 4.4. 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 reasonable 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.

SECTION 4.5. VOLUNTARY PAYROLL DEDUCTION. (a) For the life of the Agreement, the District shall honor authorizations for check off of political contribution deductions from the wages of employees employed by the District during the term of this Agreement in the amount and to the entity designated on the authorization card and to forward all amounts deducted in the employee’s name in the same manner as the employer pays regular dues deductions to the Union. (b) The District’s obligations under this Section shall apply only to the employees who have voluntarily signed a valid political contributions check off deduction authorization card. (c) The Union agrees that it will indemnify and hold harmless the District from any and all claims, suits, causes of action, or otherwise, as regards the creation and administration of political contributions check off deduction program established by this section and such indemnity and agreement to hold
harmless shall include the payment of costs and attorney fees on behalf of the beneficiaries of such indemnity.”

ARTICLE V
STEWARDS

The union will advise the District in writing of the names of the Union Officials and Stewards in each department or area agreed upon with the District and shall notify the District promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, Union Officials or Stewards will be permitted to handle or process grievances filed by the Union in the appropriate steps of the grievance procedure during the last thirty (30) minutes of the Union Officials’ or Stewards’ shifts without loss of pay, provided that such activity shall not unduly affect the mission of the District or the work activity then being performed by the employee. Union Officials or Stewards who are field employee will also be allowed reasonable travel time at the end of their shifts to travel to the Administration Building to handle grievance matters. The grievant and one Union Steward may, in addition, be given paid time off upon request to attend Step 3 grievance meeting if their presence is deemed by all parties to be helpful for the resolution of the grievance and will not unduly affect the mission of the District or work activity being then performed by either of them. Further, the grievant and one Union Steward may also be given time off, upon request, to attend any arbitration hearing conducted on working time. No other time spent on grievance matters shall be considered time worked for compensation purposes under this Agreement.

The District agrees to consider written requests for Union Officials to attend seminars, conferences, and forums that are of mutual benefit to the District and the Union.

ARTICLE VI
NON-DISCRIMINATION

SECTION 6.1. DISCRIMINATION PROHIBITED. Neither the District nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable federal or state law.

SECTION 6.2. UNION MEMBERSHIP OR ACTIVITY. Neither the District nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status. The Union shall indemnify the District for any breach of Section 6.2 to the same extent as described in Section 4.4.

SECTION 6.3. AMERICANS WITH DISABILITIES ACT. It is understood and agreed that the District may take whatever action is necessary to comply with the Americans With Disabilities Act, notwithstanding any other provision in this Agreement, provided that no incumbent unit employee shall be displaced by such action.
ARTICLE VII
MANAGEMENT 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 an authority exercised by the District prior to the execution of this 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 all other provisions of 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 personnel needed to carry out the District’s mission subject to consultation with the Union where appropriate;

d. To direct the working forces;

e. To hire, assign and/or transfer employees within the District;

f. To demote or promote, suspend, or discipline employees or to discharge them for just cause (probationary employees without cause);
g. To layoff or relieve employees due to lack of work or funds or for other reasons determined appropriate by the District;

h. To make and publish work rules and regulations which may be enforced after notice to the Union with the Union granted a prior reasonable opportunity to respond;

i. To introduce new or improved methods, equipment, or facilities after notice to the Union where appropriate; and

j. To contract out for goods and services as provided in Article VIII.

It is agreed that the exercise of any or all of these rights shall not conflict with any contrary, express provisions of the Agreement.

ARTICLE VIII

SUBCONTRACTING

SECTION 8.1. GENERAL POLICY. This District is genuinely interested in maintaining maximum employment for all employees covered by the terms of this Agreement, consistent with the needs of the District. Therefore, in making these determinations the District intends always to keep the interest of the employee in mind. The parties agree that in the implementation and administration of Section 8.3 of this Agreement it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of disputes emanating from contracting situations. To that end, each party agrees to designate a representative to whom can be directed issues or problems that may arise in the implementation of Section 8.3. Within forty-eight (48) hours after notice of the existence of any issues or problems, representatives of each party shall meet to discuss and, where possible, resolve such issues and problems. The District hereby designates the Director of Human Resources and the Unions hereby designate the President of the Building Trades Coalition or his designee.
SECTION 8.2. RIGHT TO SUBCONTRACT. The District may subcontract where circumstances warrant. The right to subcontract shall not be used for the purpose or intention of discriminating against the Union or any of its members.

SECTION 8.3. 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 changes amount to a significant deviation from past practice which results in the layoff or termination of a significant number of bargaining unit employees, the District will notify the Union and offer the Union an opportunity to discuss the matter prior to implementation of such changes. If the Union objects to any decision of the District, the Union may grieve the District’s decision pursuant to Article XII.

ARTICLE IX
EMPLOYEE DISCIPLINE

SECTION 9.1. EMPLOYEE DISCIPLINE. The district agrees that an allegation of misapplication of its rules and regulations shall be subject of the grievance procedure. The District shall not discharge, suspend, or otherwise discipline any post-probationary employee without just cause.

SECTION 9.2. DISCIPLINARY MEASURES. The District agrees that any disciplinary action shall be taken in a timely fashion. Disciplinary action may include any of the following:

a. Oral Reprimand;

b. Written Reprimand;

c. Suspension; or

d. Discharge

If the District has reason to discipline any employee, the District will endeavor to do so in a
manner that will not unduly embarrass the employee before members of the public or co-worker(s).

The District agrees to follow the progressive discipline principle when disciplinary action is taken; provided, however, that the parties agree that the specific disciplinary action taken depends upon various factors, such as, but not limited to, the severity of the offense or the employee’s prior record. Employees who are required as a condition of employment to have a CDL must report drivers license suspensions to their immediate supervisor within three work days.

SECTION 9.3. APPEAL PROCEDURE. Oral and written reprimands and suspensions for less than thirty (30) days, may be processed as grievances through the regular grievance and arbitration procedure under the conditions outlined in Section 9.1 above. Suspensions for more than thirty (30) days and discharges may be appealed to the Personnel Board of the District in accordance with the applicable provisions of the Illinois Compiled Statutes (1992) and the Illinois Revised Statutes (1991) and the procedures of the Personnel Board and shall not be subject to review under the grievance procedure contained in this Agreement. Notwithstanding the foregoing, suspensions may be appealed to arbitration in lieu of the Personnel Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of a decision of the Personnel Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel Board appeals procedure are mutually exclusive, and no relief shall be available under both.

SECTION 9.4. BILL OF RIGHTS.

(a) An employee who is subject to a disciplinary suspension or termination for any job related impropriety or cause shall be advised of the right to a Union representative to be present at any interrogation or hearing. For purposes of this Section, interrogation shall mean an interview
conducted under the auspices of the District’s department of legal investigations. The interrogation or hearing shall take place at reasonable times and places and, in the event the employee requests union representation, the interrogation shall not commence until the Union representative arrives, provided the employer does not have to wait an unreasonable time or have the interrogation unduly delayed. Upon request, the Union shall have the right to have its representatives present during any procedure under this Article and to participate to the extent required by law.

(b) Whenever any disciplinary action is taken against an employee, a copy of such action shall be forwarded to the Union.

(c) 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.

(d) It is understood and agreed that nothing in this Section shall be deemed to diminish rights of employees as they exist under any other provision of this Agreement or prevent the Union from enforcing such rights in arbitration.

(e) Any evidence or information, including employee statements, that is obtained in violation of the rights enumerated in this Section shall be suppressed and shall not be used by the employer for any disciplinary action against the employee, or in the case of promotions or transfers.
(f) Except in clear emergency situations, employees shall be scheduled for interrogation during working hours.

(g) Whenever a recommendation for discipline is made, a copy of such recommendation shall be forwarded to the Union.

ARTICLE X
RESIDENCY

All employees are required, as a condition of their continued employment with the District, to comply with the residency requirements in accordance with applicable law.

ARTICLE XI
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 XII
GRIEVANCE PROCEDURE

SECTION 12.1. 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 any express language or intent of provision(s) of this Agreement.

SECTION 12.2. PROCEDURE. Grievances pertaining to working out of classification under Section 16.2 of this Agreement shall be filed at STEP 2. Grievances pertaining to subcontracting under Article VIII of this Agreement shall be filed at STEP 2 and expedited upon written demand of either party so that a hearing will be scheduled at the earliest practicable time but no later than ninety (90) days from demand. All other grievances filed against the District shall be
processed in the following manner:

**STEP 1:** Any employee covered by this Agreement who has a grievance, or the Union Official or Steward on behalf of the Union, shall submit it in writing designated as a grievance to his/her immediate first line supervisor involved, provided that said grievance shall be in writing and signed by the aggrieved employee. The written grievance shall contain a complete statement of the facts, the provisions or provisions of this Agreement which the District is alleged to have violated, and the relief requested. The supervisor shall give his/her written answer within fifteen (15) business days after receipt of the grievance.

**STEP 2:** If the grievance is not settled in STEP 1 and the Union desires to appeal, it shall be referred by the Union in writing to the General Superintendent, or his designated representative, within twenty (20) business days after the receipt of the District’s answer in STEP 1. A meeting between the General Superintendent or his representative, and the Union (which may or may not include the grievant) shall be held at a time mutually agreeable to the parties, but within twenty (20) business days of receipt of the Union’s appeal, if at all possible.

If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the General Superintendent, or his representative, and the Union. If no settlement is reached, the General Superintendent, or his representative, shall transmit the District’s written answer to the Union within ten (10) business days following the meeting.

Grievances pertaining to working out of classification shall be processed within forty-five (45) calendar days after they are received by the Office of Labor Relations and shall be filed at STEP 2. Grievances pertaining to unfair denial of promotions shall be submitted at STEP 2 and a written response shall be transmitted to the Union within 30 calendar days after receipt of the grievance (by
the Office of Labor Relations).

SECTION 12.3. ARBITRATION.

(a) GENERAL PROVISIONS. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within ten (10) calendar days after receipt of the General Superintendent's answer in STEP 2. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt of notice of referral, and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the Union shall immediately request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators located within 250 miles of Chicago who are members of the National Academy of Arbitrators. Either party may reject one (1) entire panel. Both the District and the Union shall have the right to strike two (2) names from the panel. One party shall strike the first name, the other party shall then strike a second name, the first party a third name, the other party of fourth name and remaining person shall be the arbitrator. The order of the striking shall be determined by a coin toss. The arbitrator shall be notified of his/her selection by a letter from the District and/or the Union requesting that the arbitrator set a time and place. 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 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 12.4. FEES AND EXPENSES. The losing party in arbitration shall pay for the fees and expenses of the arbitrator. In the case of a settlement or “split decision,” the parties shall equally share the fees and expenses of the arbitrator. The fees and expenses of the arbitrator shall include the cost of a written transcript for the arbitrator. The party seeking a continuance or postponement of an arbitration shall bear the related fees and expenses. The parties may mutually agree to continue or postpone an arbitration for good cause, in which case the fees and expenses shall be divided equally between the parties.

SECTION 12.5. TIME LIMITS FOR FILING. No grievance shall be entertained or processed unless it is submitted in writing within fifteen (15) business days after the employee concerned became aware, or should have become aware through the use of reasonable diligence, of
the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If the District does not answer a grievance or an appeal thereof within the time limits imposed in STEPS 1 and 2 set forth in Section 12.2, the Union will treat the grievance as denied at that STEP and immediately appeal the grievance to the next STEP. If the grievance is not appealed by the Union to STEP 2 or 3, as set forth in Section 12.2, within the specified time limits, the matter will be considered closed. If the grievance is not settled in STEP 3, the grievance may be appealed to arbitration. The time limits in each STEP may be extended for good cause by mutual written agreement of the District and the Union representatives involved in each STEP. The term "business days" as 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 12.6. PERSONNEL BOARD. It is expressly agreed that discharges 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 Board's rules and procedures as such rules and procedures may be adopted or from time to time be modified.

ARTICLE XIII
NO STRIKE - NO LOCKOUT

SECTION 13.1 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 13.2. UNION OFFICIAL RESPONSIBILITY. The Union agrees to notify all its local officers and representative 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 13.1 to return to work.
SECTION 13.3. DISCIPLINARY ACTION. The District may discharge or discipline any employee who violates Section 13.1. Furthermore, the District may discharge or discipline any, some, one, or all employee(s) who fail to carry out their special responsibilities under Section 13.2.

SECTION 13.4. 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 XIV
SENIORITY

SECTION 14.1. DEFINITION. Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service in title since the employee's last entry in that title.

SECTION 14.2 APPLICATION OF SENIORITY. In the application of seniority in layoffs and recall, seniority shall be the determining factor.

SECTION 14.3. 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 leave of absence or vacation, except for just cause;

d. Absence from work because of layoff or any other reason other than an approved leave of absence for disability for a period of time in excess of twenty-four (24) months or the length of the employee's seniority, whichever is shorter, provided that seniority shall be terminated after an absence of one (1) year for disabilities resulting from non-work related injuries, and two (2) years for disabilities resulting from work-
related injuries;

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 employee’s last known address.

(a) **PROBATIONARY PERIOD.** All new employees, those newly promoted and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of 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.

(b) **CAREER SERVICE.** After satisfactory completion of the six (6) month probationary period, all employees who are members of the Union shall be considered as having Career Service in their respective positions.

(c) **SEASONAL HOURLY EMPLOYEES.** The District may hire seasonal hourly employees for a period not to exceed eight (8) consecutive calendar months in a calendar year provided that no such employees may be hired to replace monthly Career Service or Probationary Career Service employees on layoff status. Such seasonal employees shall be paid at the wage rates set forth in this Agreement, but they shall not receive any of the other fringe benefits provided for herein, including but not limited to health and welfare benefits, pension benefits, funeral leave, sick leave, personal leave, or paid vacation and holiday pay. In the event that seasonal employees are not terminated prior to having worked said eight (8) consecutive calendar months, the District shall
begin providing fringe benefits to such employees after their completion of said eight (8) consecutive calendar months. The District further agrees to notify the Union in writing, including by e-mail, and give the union an opportunity to refer qualified individuals at the time it advertises for such seasonal positions. Seasonal employees shall not accumulate seniority unless and until they have worked a minimum of two five-month seasons in a three-year period for the District. When the District determines that there is a permanent vacancy in a bargaining unit position and intends to fill such vacancy, the District will give priority consideration to seasonal hourly employees who have accumulated seniority under this Section after recalling any laid off employees in accordance with Section 14.6.

SECTION 14.4. 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/or classification and date entering such classifications. Any objections 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 14.5. 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. If it is determined that layoffs are necessary, employees will be laid off in the following order after notice to the Union with the Union granted reasonable opportunity to respond:

a. Temporary hourly employees in an affected job classification within the bargaining unit;
b. Probationary Career Service employees in an affected job classification within the bargaining unit in accordance with their seniority; and

c. In the event of further reductions in force, full time Career Service employees will be laid off from the affected job classification within the bargaining unit in accordance with their seniority in the affected classification; provided, however than an employee laid off or to be laid off may displace (bump) the least senior employee, if any, in the lower job classification the employee to be laid off held provided further that the employee to be laid off has the then present ability to perform the job.

It is understood that in determining the order of layoffs with respect to a job title covering both hourly and monthly employees, those two categories of employees are in separate “affected job classifications,” as that term is herein used.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees in the affected job classification within the bargaining unit who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently physically qualified to perform the work in the job classification.
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 (1) week after receiving notice of recall. The District shall be deemed to have fulfilled its obligations by mailing the recall notice by registered or certified mail, return receipt requested, or by telegram to the mailing address provided by the employee. It is the obligation and responsibility of the employee to provide the Department Head with his latest mailing address.

SECTION 14.6. TEMPORARY WORK SLOWDOWN OR SHUTDOWN.
The District may temporarily relieve employees of duty because of inclement weather, mechanical failure, lack of materials, lack of funds, acts of God or other similar reasons; affected employees may exercise their seniority rights after they have been laid off work for a period of ten (10) consecutive work days.

ARTICLE XV
HOURS OF WORK AND OVERTIME

SECTION 15.1. APPLICATION. This Article is intended to define the normal hours of work per day or per week in effect at the time of 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 an opportunity to discuss the matter, from restructuring the normal workday or workweek, establishing new work schedules for employees or establishing part-time positions.

SECTION 15.2. NORMAL WORKWEEK AND WORKDAY. The normal workweek shall be five (5) consecutive days of employment and the normal workday shall be eight and one-half
(81/2) consecutive hours a day for all employees, inclusive of a rest period and meal period as set forth in Sections 15.3 and 15.4.

SECTION 15.3. REST PERIODS. All employees shall receive at least one (1) 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 15.4. MEAL PERIOD. All employees, except upon mutual agreement, shall be granted a thirty (30) minute non-paid meal period during each regular work shift. Whenever possible, the meal period shall be scheduled at the middle of each shift.

SECTION 15.5. CHANGES IN NORMAL WORKWEEK AND WORKDAY. Should it be necessary, in the interest of efficient operations, to establish schedules departing from the normal workday or workweek, the District will give notice of such change to the affected employee and the Union as far in advance as is reasonably practical.

SECTION 15.6. COMPRESSED WORK SCHEDULE. An employee may file a written request to participate in the compressed work week schedule. An employee who works in the Administration Building will be allowed to voluntarily work longer shifts each day such that the employee will one day off after seven (7) hours have been accrued. The day off shall be scheduled on every other Friday. For purposes of this section, overtime worked in excess of 8 hours per day will not accrue at the normal rate of 1 and ½ times the hours worked, as this is a voluntary program and not overtime worked. The compressed work week will result in no net gain or loss in total hours worked.

The following stipulations shall apply:

a. No more than one-half of any sub-division shall be off on any given Friday.
b. No sub-division head and assistant sub-division head shall be off on the same Friday.

c. Employees who elect to participate in the compressed work schedule must do so for a minimum of six (6) months.

The compressed work week will be scheduled between the hours of 7:30 am and 6:00 pm. The employee will be scheduled to work five (5), nine (9) hour days the first week and four (4) eight and one-half (8 1/2) hours days the second week, inclusive of lunch and break period. This will result in a total of 80 hours worked during the nine days, inclusive of lunch and break, of 70 hours actually worked.

In the event that an employee participating in the compressed work week program is requested to work in excess of nine (9) hours or the eight and one-half (8 1/2) hours in one day, that excess will be classified as regular overtime worked, and time off will accrue at the rate of 1 and 1/2 times the hours worked, unless otherwise excluded in this contract.

Holidays, vacation days, and sick days, shall be considered eight (8) hour days, exclusive of lunch and break periods, and shall not be included in accruing compressed workweek time credit. The District shall have the authority to administer the extended workday and compressed work week and will schedule the earned day off to assure minimal impact on the District’s operations. This compressed work schedule is being implemented on a trial basis, and may be dropped by the District, after notification to the Union, if found impractical or unworkable.

SECTION 15.7.

(a) 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 only result in compensatory time off and not
in monetary payment to the extent permitted by the Fair Labor Standards Amendments of 1985 and regulations issued pursuant to implementation by the U.S. Department of Labor.

(b) **OVERTIME ASSIGNMENT** Overtime shall continue to be assigned by current practice. A reasonable amount of overtime shall be a condition of continued employment.

**SECTION 15.8. COMPENSATION FOR OVERTIME AND COMPENSATORY TIME OFF.** Any employee who is authorized to work overtime outside the normal workweek or workday, as defined in Section 15.2 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 18.3 of this Agreement.

Any employee who works authorized overtime, as defined herein shall be granted compensatory time off at the rate of 1 and ½ hours for each hour of overtime worked up to 120 hours. Payment for overtime worked in excess of the above maximum shall be made in cash as 1 and ½ times the employee’s regular rate of pay in effect at the time the employee earns the overtime.

In cooperation with the Union, the District shall establish a program whereby employees who have accumulated more than one hundred twenty (120) hours on the effective date of this Agreement shall “burn off” such excess hours (in accordance with the contract) by April 1, 2003 or be compensated for such hours.

The parties understand and agree that some bargaining unit employee’s accumulated compensatory time for overtime worked prior to April 15, 1986 (the effective day of Section 7 (O) of 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
Any employee who has accumulated overtime may elect to use compensatory time for segments of less that one (1) 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 40 hours to take compensatory time off upon notice as far in advance as is reasonably possible provided:

Employees are first given the right to elect a particular day(s) or time (s) the employee desires.

Requests for compensatory time off shall be granted if consistent with the operational needs of the Park District. Under no circumstances shall such requests be unreasonably or discriminatorily denied.

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 or in this contract and may use such overtime on a hour for hour basis.

Upon termination or upon layoff and written request of the employee, an employee who has accrued compensatory time off shall be paid for the unused compensatory time.

“Termination” as used herein shall include voluntary or involuntary termination for any reason or death of the employee.

When vacancies in bargaining unit classifications exist, the District shall forego its right to require employees to use “F-Time” until the vacancies have been filled.

SECTION 15.9. NO PYRAMIDING. Neither compensation nor compensatory time off shall be paid more than once for the same hours under any provision of this Article 15.
ARTICLE XVI
PROMOTIONS AND VACANCIES

SECTION 16.1. FILLING VACANCIES. The purpose of this procedure is to provide employees of the District the opportunity to compete for promotional vacancies in accordance with the Shakman Compliance Plan, to provide for upward mobility for employees and to enhance the District's ability to fully utilize qualified and skilled personnel already employed by the District. The District may take into consideration any lawful application of Affirmative Action.

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

(b) When the District decides to fill a promotional vacancy, other than one authorized to be filled non-competitively or filled by a career service eligibility list, a notice of the vacancy shall be posted. Eligibility to apply for the position shall be limited to existing employees of the District who are deemed qualified pursuant to its hiring and screening process, unless the Director of Human Resources, in consultation with the hiring department, determines that the interest of the District will be better served by allowing qualified non-employees to compete for the position as well. If the District proposes to allow non-employees to compete for promotional vacancies, it shall provide the Union with a written notice of such intent at least fourteen (14) calendar days before posting the vacancy. At the Union's request, a meeting shall be held during the fourteen (14) day period to discuss the matter.

(c) The notice of vacancy shall be posted a minimum of fourteen days and may be extended by the Director of Human Resources to a maximum of 90 days in accordance with the Shakman Compliance Plan.
(d) Employees who are eligible to bid on a vacant and posted position will receive an eligibility notice in accordance with the Schedule D, Lines of Promotion in the Rules and Classifications of the Personnel Board. Additionally, the Director of Human Resources shall determine whether additional classifications shall be allowed to compete for vacancies. Where there are no established lines of promotion for a vacant position in Schedule D, the Director of Human Resources, in consultation with the hiring Department Head, shall make the determination as to the appropriate promotional lines.

(e) An eligible employee may apply for the vacant and posted position by filing a Bid application with the Department of Human Resources.

(f) Candidates will be selected to fill vacant and posted positions based on their qualifications, skills, experience, performance, seniority, and other bona fide job-related criteria.

(g) If two or more candidates are equally qualified, then seniority with the District will determine who will fill the promotional or open vacancy.

(h) A candidate who is selected to fill a vacant position will be notified by the Department of Human Resources as soon as is reasonably possible.

(i) Subject to budget considerations and programmatic considerations, the District shall fill vacancies within 90 days of posting.

SECTION 16.2 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 shall be paid at the higher pay rate thereafter for as long as they continue to perform the higher rated duties.
SECTION 16.3. TRANSFER PROCEDURES. An employee may request a transfer by completing and submitting a copy of a transfer request to his/her supervisor and the Director of Human Resources. Supervisors are encouraged to consider employees' requests for transfer prior to filling vacant positions. The Department or Division Head, in conjunction with the Director of Human Resources, will determine if transfers are made. Transfer requests will not be unreasonably denied.

ARTICLE XVII
VACATIONS

SECTION 17.1 VACATION ACCUMULATION RATE. Except for those employees who are discharged, dismissed following an absence without leave, or otherwise terminated for just cause, or who are a non-paid leave of absence, the District shall grant vacations to its employees. From the date of hire until completion of five 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 as of December 31st of each year. 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 vacation leave with full pay which shall not accumulate beyond twenty (20) workdays as of December 31st of each year. After the completion of ten (10) years of service, employees shall earn twenty (20) workdays per year of vacation leave with full pay which shall not accumulate beyond twenty-five (25) workdays as of December 31st of each year. Any earned vacation leave in excess of the time 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 the 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 of the annual rate for each month of employment. After an employee’s earned vacation leave has been so computed, if there remains a fractional balance of one-half of a workday or less, the employee shall be deemed to have earned vacation leave of one-half of a workday in lieu of the fractional balance; if there remains a fractional balance of more than one-half of a workday, the employee shall be deemed to have earned a full workday of vacation leave in lieu of a fractional balance.

SECTION 17.2. VACATION PAY. The rate of vacation 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 vacation is being taken.

SECTION 17.3. TAKING VACATION LEAVE. Vacation leave may be taken only upon approval in advance by the department or department head. Each department head shall develop regulations as to the appropriate advance notice to be required in that department for each position. 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 months. Employees may not take vacation leave before it is earned. Employees may request vacation leave as far in advance as is reasonably possible. Requests for vacation leave may be denied by the department of 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. For purposes of this
Section, an emergency is defined as a reasonably unforeseeable event. The District shall provide the employee with written notice granting or denying the vacation request no later than ten (10) calendar days after the request is submitted. The District will provide a written explanation concerning all negative responses for scheduled vacation requests.

**SECTION 17.4. 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/she takes holiday leave.

**SECTION 17.5. 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 17.6. 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.
SECTION 18.1. HOLIDAYS OBSERVED. The following are paid holidays for eligible employees:

- New Year’s Day
- Martin Luther King Day
- Lincoln’s Birthday
- Washington’s Birthday
- Memorial Day
- Christmas Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans’ Day
- Thanksgiving Day
- Floating Holiday

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 Election Code, 10 ILCS 5/7-42 and 5/17-15.

Effective January 1, 1999, 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 workmen’s 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 18.3. 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 worker’s 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 18.2. HOLIDAY ELIGIBILITY REQUIREMENT. 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 an approved absence. This section shall not be construed to make employees on layoff eligible for holiday pay.

SECTION 18.3. 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.
ARTICLE XIX  
SICK LEAVE

SECTION 19.1 EARNING SICK LEAVE. Each employee covered by this agreement shall earn sick leave with full pay at the rate of one workday for each month of employment in which the employee works or is paid at least seventy-five (75%) percent of the calendar days of the month. Employees on any form of unpaid leave of absence shall not earn sick leave. Every returned veteran shall, upon return to the district, be credited with one-half (1/2) sick day per month of the period of military service but not to exceed fifteen (15) sick days, which shall be added to any accrued sick leave of the individual involved.

SECTION 19.2. USAGE. Sick leave pay shall be paid for each day the employee is out sick provided all other requirements for sick leave pay as contained in this agreement have been fully met by the employee.

SECTION 19.3. RATE OF PAY. 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 19.4. 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. In order to qualify for sick leave, the employee must notify his department or division head that the employee will be off sick as soon as reasonably possible after the fact becomes known to the employee. Sick leave may be used for illness, disability (including disability due to pregnancy) or injury of the employee, 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, in situations where the District can
substantiate an abuse of the sick leave, the District may, in its discretion, require evidence to substantiate that such leave days were used for the purpose herein set forth. For periods of absence for more than five (5) consecutive workdays, the employee shall provide written verification of the reason for such absence. The employee shall furnish written verification by a person 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 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 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. In the event the employee has exhausted all available sick time accruals, the employee may substitute compensatory time (F-Time) to cover periods of justifiable illness, provided the employee provides the District with documentation of the illness from a physician.

SECTION 19.5. FALSIFICATION OF SICK LEAVE VERIFICATION. Abuse of sick leave, including the furnishing of false information in connection with a sick leave request or the failure to submit satisfactory verification where required, may result in retroactive and/or prospective denial of the requested leave and/or in disciplinary action.
ARTICLE XX
MISCELLANEOUS LEAVES

SECTION 20.1. LEAVE OF ABSENCE WITHOUT PAY. The department or division head may, with the concurrence of the Director of Human Resources, grant any bargaining unit employee a leave of absence without pay for a period not to exceed six (6) months. No employee shall be granted leave totaling more than six (6) months during any five (5) year period. An employee desiring to take a leave of absence without pay shall file a written application with his/her department or division head, explaining the reasons and length of 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/her discretion, grant the requested leave an may specify the terms and conditions of the leave. If and employee fails to return from leave after the termination of expiration of the leave, the employee may be subject to disciplinary action, including discharge.

SECTION 20.2. MILITARY LEAVE AND PEACE CORPS LEAVE. Military and Peace Corps Leave shall be granted in accordance with applicable law.

SECTION 20.3. COURT LEAVE. Subject to a pay deduction of any juror’s fees received, a bargaining unit 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 litigations involving the District. An employee who is called for such service shall immediately notify his/her 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, personal leave, or compensatory time for said purposes.

SECTION 20.4. FUNERAL LEAVE. When a death occurs in an employee’s immediate
family (defined as a spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, grandmother, or grandfather), such employee, upon request, will be excused with pay for three (3) consecutive business days for the purpose of attending the funeral. Where death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the employee shall be entitled to a maximum of five (5) consecutive days. The employee shall provide satisfactory evidence of death and attendance at the funeral if so request by the District.

SECTION 20.5. PERSONAL LEAVE.

(a) EARNING PERSONAL LEAVE. Employees shall earn four workdays per year of personal leave with full pay. Personal leave that is 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 three months of employment. Personal leave shall be taken after the employee has been employed by the District for six (6) months.

(b) TAKING PERSONAL LEAVE. 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 may not take personal leave before it is earned. Employees shall request personal leave as far in advance as is reasonably possible. 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. Personal leave may be used to extend vacation,
subject to the approval of the employee’s supervisor.

During the period January 1, 2002 through December 31, 2002 only, bargaining unit employees who are paid at non-prevailing wage rates shall receive one additional day off with pay to be scheduled with the agreement of the supervisor and subject to the operational needs of the District. If an employee is not able to take the one additional day off during the period January 1, 2002 through December 31, 2002 because of lack of agreement by the supervisor or the operational needs of the District, the District shall add eight hours of compensatory time to the employee’s accumulated compensatory time in accordance with the contract.

SECTION 20.6. TEMPORARY DISABILITY AND MATERNITY LEAVE. A department or division head may grant temporary disability leave without pay to any bargaining unit 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. The employee therefore shall furnish to the employee’s department or division head a 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 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, division head, or General Superintendent may, in
his discretion, grant the 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 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 six (6) months.
If any employee fails to return from leave after termination of leave, the employee may be subject to disciplinary action including discharge. If an employee continues to be disabled after the expiration of six (6) months for reasons other than a work-related injury and the employee is entitled to receive disability benefits from the Park Employees’ Annuity and Benefit Fund related to that disability, such employee will be placed on inactive 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 20.7. FAMILY AND MEDICAL LEAVE.** The District shall comply with its obligations under the Family and Medical Leave Act. Accordingly, bargaining unit employees who have been employed by the District for at least twelve (12) months at the time of the leave request and should have worked at least twelve 1,250 hours during the previous twelve (12) month period may be eligible for Family and Medical Leave. Eligible employees shall be entitled to Family and Medical Leave for a period of up to twelve (12) work weeks during a twelve (12) month period for any of the following reasons:

1. for the birth of an employee’s child and to care for the newborn child;
2. for the placement of a child with the employee for adoption or foster care;
3. to care for the employee’s spouse, child, or parent with a serious health condition;
4. due to a serious health condition which makes the employee unable to perform the duties of his or her job.
Such leave shall be without pay unless the District or the employee determines to substitute accrued paid leave for which the employee is eligible, provided that the District may not require an employee to substitute accrued compensatory time off ("F time") for unpaid leave. In the event that an employee has scheduled and paid for a vacation prior to becoming aware of the need for an FMLA leave and the employee is thereafter required to exhaust his/her accrued vacation in connection with said leave, the employee shall be granted an unpaid leave for the duration of the previously scheduled vacation, provided that the employee may elect to use and shall be paid for accrued compensatory time off ("F time"). During any leave taken under the Family and Medical Leave Act, the employee’s group health insurance coverage shall be maintained and paid for by the District as if the employee was working, and seniority shall continue to accrue.

An employee desiring to take leave under this Section shall provide reasonable advance notice to the District. Reasonable advance notice shall be no less than thirty (30) days where possible, and where advance notice cannot be provided, the employee shall provide notice within forty-eight (48) hours after the employee is able to do so. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family and Medical Leave Act. Employees shall have the right to return to the same position the employee held or to an equivalent position under the contract.
SECTION 20.8. EFFECT OF MISCELLANEOUS LEAVES UPON SENIORITY. The period of leave of absence granted under Sections 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 XXI
WAGES

SECTION 21.1. GENERAL WAGE INCREASES.

a.) Effective March 1, 2013, all non-prevailing wage employees covered by this Agreement shall receive a 2% general wage increase.

b.) Effective January 1, 2014 all non-prevailing wage employees covered by this Agreement shall receive a 1.75% general wage increase.

c.) Effective January 1, 2015, all non-prevailing wage employees covered by this Agreement shall receive a 1.75% general wage increase.

d.) Effective January 1, 2016, all non-prevailing wage employees covered by this Agreement shall receive a 1.50% general wage increase.

ARTICLE XXII
PENSIONS

SECTION 22.1. PARTICIPATION IN ANNUITY AND BENEFIT FUND. 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 hereafter be amended.

ARTICLE XXIII
HOSPITALIZATION INSURANCE

SECTION 23.1. BASIC BENEFIT. The District will continue to provide health benefits now in effect as set forth in Appendix C for employees covered by this Agreement.

SECTION 23.2 RIGHT TO SELECT CARRIER. The benefits provided for herein shall be provided through policies issued by an insurance company or insurance companies selected by the District, or through one or more HMO(s) approved by the District. The District may change carriers
during the life of the Agreement, but benefits will not be diminished during the term of this Agreement.

SECTION 23.3. MISCELLANEOUS. The failure of any insurance carrier(s) of HMO(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 the insurance carrier shall be controlling in all matters pertaining to the benefits there under.

SECTION 23.4. EMPLOYEE CONTRIBUTIONS. Employees who receive health benefits under this provision shall be required to make contributions calculated from their base 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 the percentage set forth in Appendix C of their annual base 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. This provision is effective and retroactive to January 1, 2001. Employee contributions for health benefits shall be as set forth in Appendix C. The parties agree that the percentage contributions are of employees’ base wages.

SECTION 23.5. 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 $75.00 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 a spouse, termination of employment, reduction in work hours, unpaid leave of absence, expiration of COBRA coverage, cessation of employer contributions or a significant increase in cost of other medical coverage, but not the failure of the employee to pay premiums on a timely basis. The employee must enroll in the 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 $75.00 per month payment shall cease immediately and the employee shall begin making contributions in accordance with the preceding section.

SECTION 23.6. CHICAGO LABOR-MANAGEMENT TRUST (LMCC). The District and each Coalition Union (the “Parties”) agree to create a Joint Labor Management Cooperation Committee (“LMCC”) pursuant to applicable state and federal law. The purpose of the LMCC is to research and make recommendations and decisions within its authority related to the achievement of significant and measurable savings in the cost of employee health care during the term of this
Agreement. The parties agree that the LMCC provided for in this Agreement shall be established in the form of a Trust and that such Trust may be designated as an organization exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time (the “Code”), and as other than a private foundation under section 509 of the Code to the extent so qualified. The parties shall execute an Agreement and Declaration of Trust (“Trust Agreement”). Said Trust Agreement shall address, without limitation, the following: (a) Formation of a Committee to govern the Trust consisting of up to ten Trustees, five of whom shall be appointed by the District and five of whom shall be appointed by the Coalition Unions; (b) Appointment by the District and the Coalition Unions of a Co-Chair as designated in the Trust Agreement; (c) Authority of the Trust to make recommendations and modifications in the health plan expected to improve the quality of employee medical care and result in savings and cost containment; and (d) Establishment of a Trust Fund with contributions provided by the District and third parties.

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

For purposes of this Section, an “employee” shall mean a District employee represented by a Coalition Union signatory to a collective bargaining agreement with the District.

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

MISCELLANEOUS PROVISIONS

SECTION 24.1. VEHICLE MAINTENANCE. All employees who operate Chicago park District vehicles shall be responsible for performing a “walk around” inspection of the vehicle and checking fluid levels each day at the beginning of the shift, including but not limited to visually inspecting the outside of the vehicle and checking oil, washer fluid, power steering fluid, radiator, and turn signal lights. Upon the event that any problems with the vehicle are detected, the employee shall report those problems to his or her immediate supervisor. Additionally, such employees shall be required to have a valid Illinois Driver’s License.

SECTION 24.2. TOOLS. All bargaining unit employees shall be required to provide and maintain as condition of employment and continued employment such hand tools as the parties mutually agree upon.

The District shall be under no obligation to repair or replace any such hand tools except to the extent that such tools are stolen from an area designated or approved by the District Supervisor or Superintendent of Construction, Engineering and Landscape for the storage of tools. In such case, the District may, at its option, replace the tool or reimburse the employee for its value upon satisfactory proof of loss.

SECTION 24.3. DRUG AND ALCOHOL ABUSE POLICY. The Drug and Alcohol Abuse Policy adopted by the District is attached as Appendix B.

ARTICLE XXV
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation,
or by reason of its requiring any steps, actions, or results which will in any way conflict with any of
the terms of the Consent Decree in United States of America v. Chicago Park District, Civil Action
No. 82 C 7308, the remaining parts or portions of this Agreement shall remain in full force and
effect. The parties shall attempt to renegotiate the invalidated provision(s).

ARTICLE XXVI
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and
concludes collective bargaining between the parties for its term. This Agreement supersedes and
cancels all prior practices and agreements, whether written or oral, unless expressly stated in this
Agreement.

The parties acknowledge that for the life of this Agreement, each has voluntarily and
unqualifiedly waived the right, and agreed that the other shall not be obligated to bargain collectively
with respect to any subject or matter not specifically referred to, or covered in this Agreement, even
though such subjects or matters may not have been within the knowledge or contemplation of either
or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXVII
TERMINATION

A. This Agreement shall be effective as of the day after the contract executed by both
parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of June, 2017. 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.
B. Health Plan Reopener: Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article XXIII for the following reasons:

(1) Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement and directly affects benefits/coverage of District employees and dependents; or

(2) The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:

(a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by an a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2010 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2009 and in each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the projected cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics: Health Plan set forth in Article XXI; Structure of the LMCC; Composition of the LMCC; Funding of the LMCC.

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

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1 See Side Letter
to this provision, it shall submit written notice to the other party. The status quo shall remain in effect unless otherwise agreed to.

Entered into this ___ day of ________________, 2014.

CHICAGO PARK DISTRICT

[Signature]

GENERAL SUPERINTENDENT

DATE

LOCAL 153 OF THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, AFL-CIO

[Signature]

PRESIDENT

DATE - 07/27/2014
SIDE LETTER

The parties are in dispute regarding the inclusion of Article XXVII(B) regarding health care reopeners in this Agreement. Given the parties’ dispute over the inclusion of the above referenced language, if the Chicago Park District intends to invoke the above referenced language, the parties agree that their dispute over the inclusion of the language shall be submitted to expedited arbitration within thirty (30) days of notice of the Chicago Park District’s intent to invoke the language. The parties agree that no transcript shall be made and no post hearing briefs shall be submitted unless mutually agreed otherwise. The arbitrator shall issue his/her decision within fourteen (14) days of the close of the record.

Entered into this ___ day of ____________, 2014.

CHICAGO PARK DISTRICT

LOCAL 153 OF THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, AFL-CIO

GENERAL SUPERINTENDENT

PRESIDENT

DATE

DATE

1

441570.1
APPENDIX A

ARCHITECT
ARCHITECTURAL DESIGNER
ASSISTANT ARCHITECT
ASST CIVIL DESIGN ENGINEER
ASST ELECT DESIGN ENGINEER
CONSTRUCTION INSPECTOR I
CONSTRUCTION INSPECTOR II
ENVIRONMENTAL ENGINEER
FINANCE COORDINATOR
LANDSCAPE ARCH DESIGNER CL I
PARK OPS SUPERVISOR
PLANNING COORDINATOR
SPECIAL PROJ COORDINATOR
TRADES COORDINATOR
APPENDIX A-1
LOCAL 153
MEMORANDUM OF UNDERSTANDING

Section 21.1 (General Wage Increase): The salary for the Landscape Architect shall be equal to the Architect.
APPENDIX B

LOCAL 153

DRUG AND ALCOHOL TESTING

Section 1: Policy Statement

The Chicago Park District’s ("the District") essential mission is to provide services to its citizens 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 drug and alcohol has put an increasing burden on the Chicago Park District’s finances.

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

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

Section 2: Definitions

(a) Alcohol: Ethyl alcohol.

(b) Prohibited Items & Substances: All illegal drugs and controlled substances, alcoholic beverages, and drug paraphernalia in the possession of, or being used by, an employee on the job or the premises of the District.
(c) **District Premises:** All property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the District as job sites or work locations and over which the District has authority as employer.

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

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

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

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

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

**Section 3: Disciplinary Action**

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

(b) When the District has reasonable suspicion to believe that an employee is under the influence of a prohibited substance, the District shall have the right to subject that employee to a drug and alcohol test. At the District’s discretion, the employee may be placed on an emergency suspension with pay until test results are available. If the test results prove negative, any employee who had been placed on an emergency suspension shall be reinstated. In all other cases, the District will terminate all employees who:
(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures (who will be subject to an emergency suspension until they are terminated); or

(iii) are found to be under the influence of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the District’s premises.

Section 4: Drug and Alcohol Testing

(a) The District may require drug and/or alcohol testing under the following conditions:

(i) where there is a reasonable suspicion that the employee has reported to work under the influence of or is at work under the influence of drugs or alcohol;

(ii) where an employee is involved in a workplace accident or fighting;

(iii) where follow-up testing is required after counseling or rehabilitation for substance abuse, up to a one-year period; or

(iv) where testing is required by state or federal government regulations or otherwise required by law.

(b) Employees to be tested will be required to sign a consent form and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, he or she will be subject to termination.

(c) Drug and alcohol testing will be conducted by an accredited independent laboratory and may consist of either blood or urine tests, or both. The District reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.
(d) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth by the United States Department of Health and Human Services shall be regarded as “positive” and shall presumptively establish that the tested employee was under the influence of drugs.

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

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

(g) Drug and alcohol test results shall be reported to the Superintendent of Employment or his designee in the manner to be prescribed by the Superintendent of Employment. The Employee shall be notified of the test results in writing. The Superintendent of Employment 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 Superintendent of Employment, provided that the District’s testing laboratory shall arrange for transmitting said sample to the second laboratory. Employees electing to be retested shall not be paid for the time between the initial positive test and the time of the retest. Positive results of said retesting shall be conclusive as to the presence of alcohol or drugs. The failure to take a sufficient sample, or to preserve such sample, to allow for retesting, shall not affect the removal from eligibility of an applicant or personnel action, including discharge, of any employee.
(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 Superintendent of Employment, except as such disclosure may be required by this policy, law or ordinance.

Section 5: Employee Assistance Program

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter and may participate if they wish in a voluntary Employee Assistance Program. This article will not diminish any language to the contrary in any other Coalition Union Agreement.
APPENDIX C

CHICAGO PARK DISTRICT – HEALTH INSURANCE

EMPLOYEE HEALTH CARE CONTRIBUTIONS

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<tr>
<th>Health Insurance Contributions</th>
<th>CURRENT CONTRIBUTIONS</th>
<th>1/1/2014</th>
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</thead>
<tbody>
<tr>
<td>MORE THAN $35,000</td>
<td><strong>Employee:</strong></td>
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<tr>
<td></td>
<td>1.5% (HMO &amp; PPO)</td>
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<tr>
<td></td>
<td><strong>Employee+1:</strong></td>
<td></td>
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<tr>
<td></td>
<td>2.0% (HMO &amp; PPO)</td>
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<tr>
<td></td>
<td><strong>Family:</strong></td>
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<tr>
<td></td>
<td>2.5% (HMO &amp; PPO)</td>
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<td><strong>Employee:</strong></td>
<td>1.75% (HMO &amp; PPO)</td>
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<td><strong>Family:</strong></td>
<td>2.75% (HMO &amp; PPO)</td>
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THE PARTIES AGREE TO REPOPEN THIS AGREEMENT FOR HEALTH CARE INCREASES FOR THE YEAR 2016
## Prescription Drug Co-Pays

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<tr>
<th>Benefit</th>
<th>Current Plan</th>
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<tbody>
<tr>
<td>Prescription Drugs: Retail</td>
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<tr>
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<td>(All Plans – 30 Day supply):</td>
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<td></td>
<td>Generic Tier 1:</td>
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<td>$5.00 (3/1/06)</td>
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<tr>
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<td>$5.00 (1/1/07)</td>
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<td>Generic Co-Pay + Difference Between Brand &amp; Generic</td>
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<td><strong>Benefit</strong></td>
<td><strong>Current Plan</strong></td>
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<td>------------------------</td>
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<td>Generic Co-Pay + Difference</td>
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<td>Between Brand &amp; Generic</td>
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<tr>
<td>Office Visits</td>
<td>In Network</td>
</tr>
<tr>
<td></td>
<td>90% after $10.00 co-pay (3/1/06)</td>
</tr>
<tr>
<td></td>
<td>90% after $15.00 co-pay (1/1/07)</td>
</tr>
<tr>
<td></td>
<td>Out of Network</td>
</tr>
<tr>
<td></td>
<td>60% after deductible</td>
</tr>
<tr>
<td>Out-Patient Surgery</td>
<td>90%/60% after deductible (3/1/06)</td>
</tr>
<tr>
<td><strong>Benefit</strong></td>
<td><strong>Current Plan</strong></td>
</tr>
<tr>
<td>---------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>In-Patient Hospital Services</td>
<td>90%/60% after deductible (3/1/06)</td>
</tr>
<tr>
<td>Wellness Benefit</td>
<td>In Network 100% after $10.00 co-pay (3/1/06)</td>
</tr>
<tr>
<td></td>
<td>Out of Network 0% to 70% after deductible (see summary) (3/1/06)</td>
</tr>
<tr>
<td></td>
<td><strong>Includes:</strong> Subject to further review and development, the Wellness Benefit will cover, outside of deductibles: (1) routine exams, (2) immunizations, and (3) mammograms.</td>
</tr>
<tr>
<td>Benefit</td>
<td>Current Plan</td>
</tr>
<tr>
<td>-------------------------</td>
<td>------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>ER Co-Payment</td>
<td>100% after $50.00 co-pay, waived if admitted (3/1/06)</td>
</tr>
<tr>
<td></td>
<td>100% after $100.00 co-pay, waived if admitted (1/1/07)</td>
</tr>
<tr>
<td>Office Visits</td>
<td>$15.00 (3/1/06)</td>
</tr>
<tr>
<td></td>
<td>$20.00 (1/1/07)</td>
</tr>
<tr>
<td>Outpatient Surgery</td>
<td>No cost</td>
</tr>
<tr>
<td>In-Patient Hospital</td>
<td>$15.00 (3/1/06)</td>
</tr>
<tr>
<td>Services</td>
<td>$20.00 (1/1/07)</td>
</tr>
<tr>
<td>Wellness Benefit</td>
<td>100% after $15.00 co-pay (3/1/06)</td>
</tr>
<tr>
<td></td>
<td>100% after $20.00 co-pay (1/1/07)</td>
</tr>
<tr>
<td>Benefit</td>
<td>Current Plan</td>
</tr>
<tr>
<td>-------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>FSA</td>
<td>Add Flexible Spending Account (129 Employee Contribution Plan)</td>
</tr>
<tr>
<td>Disease Management</td>
<td>See Vendor Schedule of Benefits</td>
</tr>
<tr>
<td>Program</td>
<td></td>
</tr>
<tr>
<td>Dental Plan</td>
<td>DPPO and DHMO Plans with Co-Pays &amp; Deductibles.</td>
</tr>
<tr>
<td></td>
<td>Replace Indemnity Plan with a Dental PPO Plan</td>
</tr>
<tr>
<td></td>
<td>Replace Multiple Dental HMO Plans with One Dental HMO Plan</td>
</tr>
<tr>
<td></td>
<td>DHMO: No employee contribution for single and family</td>
</tr>
<tr>
<td></td>
<td>DPPO: No employee contribution for single/100% employee contribution for family</td>
</tr>
<tr>
<td>Vision Benefits</td>
<td>HMO: No Cost annual vision exam; Eyewear discount with Cole Vision or other provider.</td>
</tr>
<tr>
<td></td>
<td>PPO: $10.00 co-pay for vision exams related to diseases of the eye.</td>
</tr>
<tr>
<td>Committee</td>
<td>Establish a Labor-Management Committee Devoted Exclusively to Health Care (quarterly meetings)</td>
</tr>
</tbody>
</table>