

**Service Employees
International Union
(SEIU) Local 73**

and

Waukegan Park District

**COLLECTIVE BARGAINING
AGREEMENT**

May 1, 2015 to April 30, 2017

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PREAMBLE

This Agreement is entered into by and between the Waukegan Park District, Waukegan, Illinois (hereinafter referred to as the "Park District" or "Employer") and Service Employees International Union, Local #73 (hereinafter referred to as the "Union").

It is the purpose of this Agreement and it is the intent of the parties hereto to establish a harmonious relationship between the Employer and the Union as well as an equitable and peaceful procedure for the resolution of differences. It is the intent of the parties to establish an entire agreement covering wages, hours of work and terms and conditions of employment applicable to all bargaining unit members.

In consideration of the mutual promises and agreements contained in this Agreement, the Park District and the Union do mutually promise and agree as follows:

ARTICLE I – RECOGNITION

Section 1.1 - Recognition. The Park District recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and regular part-time employees holding the positions of:

Accounts Payable Account Assistant;
Cash Receipts and Registration Software Coordinator;
Communications Specialist-Community Relations;
Facility Supervisor-Recreation Facility Attendant;
Foreman-Mechanic;
Graphics and Media Specialist;
Maintenance Worker;
Maintenance Worker Custodian;
Maintenance Worker Custodian/Recreation Aide;
Maintenance Worker II;
Maintenance Worker III;
Mechanic;
Recreation Facility Attendant;
Recreation Facility Attendant/Maintenance Worker-Custodian;
Recreation Facility Attendant/Recreation Instructor;
Recreation Instructor;
Recreation Instructor/Lead Teacher;
Recreation Instructor/Teacher's Aide;
Recreation Leader;
Registration Clerk;
Registration Clerk/Recreation Facility Attendant;
Trades Worker

(hereinafter referred to as "employees") but excluding all supervisors, managers and confidential employees as defined by the Illinois Public Labor Relations Act and pursuant to *Certificate of Representative* issued by the Illinois Labor Relations Board State Panel on or about May 12, 2015, Case No. S-RC-15-057.

Section 1.2 - New Classifications. If the Park District finds it necessary to create a new job classification(s), under circumstances where the majority of such work performed by such new job classification(s) is the same or virtually the same as work regularly and normally performed by bargaining unit personnel, the Park District will notify the Union of its decision to implement the new classification(s) at least ten (10) days prior to implementation of the new classification(s). If the parties agree that the new classification(s) should be included in the bargaining unit, they shall jointly file a stipulated unit clarification petition with the Illinois Labor Relations Board (Board), and immediately shall commence negotiating over wages, hours, and other terms and conditions applicable to the new job classification(s). If the parties disagree regarding the inclusion of the new classification(s) into the bargaining unit, they shall jointly petition the Illinois Labor Relations Board (Board) for appropriate unit clarification, and shall commence negotiating over wages, hours, and other terms and conditions of employment if the

classification(s) is certified by the Board as appropriately included within the bargaining unit. The Park District may institute temporary wages, hours, and working conditions applicable to the job classification(s) pending the outcome of any petition process or negotiations.

Section 1.3 - Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of whether or not they choose to join the Union. The Union further agrees to indemnify and hold harmless the Park District for any damages, fees and costs incurred by the Park District in, or arising out of, any litigation or administrative proceeding in which the Union is alleged to have violated its duty of fair representation. However, there shall be no indemnification in the event that there is an allegation that the Park District acted in collusion with the Union when the Union allegedly violated its duty of fair representation.

Section 1.4 - Gender. Wherever the male gender is used in the Agreement, it shall be construed to include both males and females equally.

ARTICLE II- STATUS OF EMPLOYMENT

When a new employee is hired, he/she is assigned a specific status of employment. This status clearly defines his/her type of employment. An employee may be non-union or union (union staff should refer to the collective bargaining agreement).

Employees covered under the Fair Labor Standards Act (FLSA) are designated “non-exempt” and employees not covered under the minimum wage and overtime provisions of the FLSA are designated “exempt”.

Employees are assigned to the following employment categories:

1. Full-time Positions

A position which authorized for at least 30 hours per week, 52 weeks per year. Employees in this category are assigned a specific job title and salary grade based on the salary schedule. These employees may be paid an hourly wage or annual salary depending on whether they are non-exempt or exempt. Full benefits are extended to these employees.

2. Part-time Positions

A position which is authorized for less than 30 hours per week on average for 52 weeks per year per the standard measurement period set forth herein below. Employees in this category are assigned a specific job title, salary grade and hourly wage based on the salary this schedule. Certain partial benefits may be extended to these employees. Some employees working in this category may be required to participate in IMRF and typically do not exceed 1500 hours worked per calendar year.

3. Temporary or Seasonal Positions

Also referred to as short-term, is a position which authorized in the budget for less than 30 hours per week on average for the District’s measurement period and work no more than two (2) consecutive calendar quarters.) Measurement Period is defined in Policy 4.17). Employees in this category are assigned a specific job title, grade and hourly wage based upon the salary schedule. Employees in this category may be rehired in subsequent years; however their re-employment shall not confer any right of continuous employment. Employees in this category generally receive no fringe benefits. Interns are included in this category. Some employees working in this category may be required to participate in IMRF.

4. “Variable Hour Employee”

A “Variable Hour Employee” is one that when hired, it cannot be determined whether the employee is reasonably expected to be employed on average at least 30 hours of work per week during the initial measurement period because the employee’s hour are variable or otherwise uncertain.

5. Hours of Work

Employees should be available to work as assigned and available for work above and beyond the normally scheduled times, if needed. Employees should report to work if called in. Depending on the position, the employee's work hours may include nights, weekends and/or holidays.

6. Measurement, Administrative and Stability Periods

The Standard Measurement Period is twelve months beginning mid-November. The Administrative period is from mid-November until December 31st. Seasonal/part-time employees that are hired throughout the year will have their Measurement period begin the 1st day of the next month after their hire date and will have a twelve month Measurement period. A twelve month Stability period will follow the Measurement period.

ARTICLE III – MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of the Agreement, the Park District retains its' rights to manage and direct the affairs of the Waukegan Park District in all of their various aspects and to manage and direct employees, including but not limited to the following: to determine the mission, policies and all standards of service offered to the public by the District; to plan, direct, control and determine all the operations and services of the District; to determine the places, means, methods and number of personnel needed to carry out the District's mission; to manage, supervise and direct the working forces; to establish the qualifications for employment and continued employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to changes those standards; to assign overtime; to determine whether goods or services are made or purchased; to make, alter and enforce rules, regulations, orders and policies; to discipline, suspend and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; to layoff; to contract out for goods and services; to evaluate performance and productivity and to take any and all actions as may be necessary to carry out the mission of the employer. The Park District expressly reserves the right under this Agreement to exercise all management rights set forth in Section 4 of the Illinois Public Labor Relations Act. In addition, the Park District may establish all rules, policies and procedures concerning the introductory period for newly hired employees. During the introductory period, an employee is entitled to all rights, privileges or benefits that may be provided under this Agreement, except that the Park District may suspend, discharge or discipline an introductory employee without just cause and without recourse to the grievance procedure.

ARTICLE IV - UNION SECURITY AND RIGHTS

Section 4.1 - Dues Deduction. The Park District will deduct from each paycheck issued to each employee the designated Union dues for each employee in the bargaining unit who has filed with the Park District a voluntary, effective check-off authorization in the form agreed upon by the parties. Such deductions will be remitted to the Union within thirty (30) days of the deduction. The Park District shall send via electronic mail each calendar month to the appropriate officer of the Union a list of names and amounts for whom deductions have been made. The monthly dues and fair share fee deductions report shall contain the following information: name, social security number, job classification, membership status (i.e., full or fair share) amount deducted, rate of pay and hours worked.

An employee desiring to revoke the dues check-off may do so by providing thirty (30) days' written notice to the Park District and the Union. The actual amount of dues deducted, as determined by the Union, shall not be changed more than once each year in order to ease the *Park District's* burden of administering this provision. The Union must notify the Park District no later than thirty (30) days prior to any such change in the amount of dues to be deducted from each employee's paycheck.

If the employee has no earnings due for that period or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 4.2-Fair Share. It is recognized that the Union owes the same responsibility and duties to all employees, that is, to provide equal rights, representation and services to all persons covered by this Agreement, whether or not they are members of the Union, and to represent all such persons fully and fairly. Consequently, all employees covered by this Agreement shall, as a condition of continued employment with the District, either (1) become a member of the Union and pay to the Union regular Union dues and fees; or (2) pay to the Union fair share fees in the amount certified by the Union but not to exceed the amount of the Union's regular dues as the non-member's proportionate share of the Union's costs of collective bargaining, contract administration and pursuit of matters concerning employee wages, hours and conditions of employment. Fair share contributions shall be deducted from such employee's pay and forwarded to the Union at the same time and in the same manner as set forth in Section 3.1 herein. The District shall continue to deduct fair share dues unless and until it is determined that deduction of fair share dues is unlawful, at which time the parties shall address the issue pursuant to the language in the parties Savings Clause as set forth in Article XXIX.

Section 4.3.- Union Membership. The District agrees that when a bargaining unit employee has signed a full dues authorization card and the Union has submitted same to the District, the District shall continue to deduct the dues, should the employee be promoted into a different title or status provided that, after the promotion or change in title or status, the employee remains in the bargaining unit. The employee remains in the bargaining unit. The same shall apply to fair share fee payers who have deductions based upon their employment status.

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

Section 4.5- Indemnification. The Union shall indemnify, defend and hold the Park District harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Park District in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

Section 4.6 - Bulletin Board. The Park District will make available space for bulletin boards in appropriate non-public work areas. The Union may use the bulletin boards to post notices pursuant to the provisions of this Article.

The Union bulletin board shall be used for posting of Union notices and shall be restricted to the following:

- a) Notice of Union recreational and social activities;
- b) Notice of Union elections and results of such elections;
- c) Notice of Union appointments; and
- d) Notice of Union meetings, committee meetings and reports and minutes of said meetings.
- e) Nomination of Union Officials and/or Stewards.

All postings shall be non-inflammatory, non-political and in good taste, and in accordance with District policy and with this Agreement. If the Union desires to post any other information or material, the Union shall first submit a copy of that material to the Executive Director or his designee for prior approval if postings are items other than those listed above. The Executive Director or his designee shall be given the opportunity to review any such items to be posted upon the bulletin boards prior to such posting. If the Executive Director determines that such postings are in violation of the parties' Agreement, he shall notify the Union of the violation and discuss remedying the offending material. All costs associated with preparing and posting Union materials shall be borne by the Union. District equipment shall not be used to produce or prepare Union bulletin board material. The Union is solely responsible for posting only approved material on its designated bulletin boards and for maintaining such bulletin boards in a neat and orderly manner.

Section 3.4- Union Access. Authorized representative(s) of the Union shall have reasonable access to the designated premises of the Park District, upon request, to administer the terms of the agreement or to meet with a bargaining unit member(s) under the following conditions: prior to access, the representative shall provide reasonable advance notice to the department head. In no event shall the non-employee representative's access interfere with employees who are working or with the ongoing work of the department. The Park District may restrict access because of operational and/or safety reasons. Representative(s) may also visit with employees during their non-working time where such visits do not disturb the work of other employees who

may be working. If the Union requests to view an area where an accident involving a bargaining unit member has occurred, the Park District shall coordinate such access with the Union.

ARTICLE V – SUBCONTRACTING

The Park District agrees that prior to the time of bids being issued for the performance of work normally performed by Union employees to a subcontractor, the Park District will notify the Union in writing forty-five (45) days in advance and will negotiate the matter fully with representatives of the Union. If an employee is displaced as a result of subcontracting, the Park District agrees to give the employee a thirty (30) day notice of change in employment status. The Park District also agrees to make an effort to place the employee in another position within the District provided that a position suitable to the employee's skills is available. The Park District agrees to recommend to the subcontractor for hire all employees then covered by this Agreement, however, no guarantees can be made to maintain the level of pay or similar work functions of the employee.

ARTICLE VI - HOURS OF WORK AND OVERTIME

Section 6.1 - Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 6.2 - Normal Workweek and Workday. Except as provided elsewhere in this Agreement, the normal workweek or work shift shall be at least thirty (30) hours per week and up to forty (40) hours per week depending upon job classifications for all full-time employees and less than thirty (30) hours per week on average per year for all part-time employees typically beginning on Sunday and ending on Saturday, except that the Park District may establish other "workweeks." In the event that the Park District decides to change the "workweek," it shall notify the effected employees at least seven (7) calendar days prior to the change unless the change is due to emergency circumstances. The Park District shall provide at least seven (7) day notice prior to changing an employee's regular schedule. For the purpose of this Article, emergency is defined as something not reasonably foreseeable and not permanent. In emergency situations, the Park District may change work hours if it provides the affected employee(s) and the union with as much notice as reasonably possible under the circumstances. The Park District shall specify the change of work hours and the predicted length of the change. Except in emergency situations and time permitting, volunteers will normally be solicited to work the newly changed work hours. Such selection shall normally be made based upon the seniority of those employees who volunteer; reverse seniority among available employees shall normally be used in such circumstances if an insufficient number of employees volunteer. Each employee will be allowed to take an unpaid, off-duty, thirty (30) minute lunch break each day subject to call for emergency work duties. In the event the employee is unable to take his/her break because of an emergency situation as determined appropriate by the appropriate District supervisor or his designee(s), the employee shall be allowed to take or complete the break at another time during the day as approved by the supervisor or his designee(s). If the employee is unable to take or complete the break the employee shall be paid for time not taken at the appropriate rate of pay.

Lunch breaks shall be one half (1/2) an hour. If an employee is unable to take their lunch break because of work duties, the employee shall be paid at the appropriate rate of pay for the time spent on such duties or their lunch break shall be rescheduled for later in the day. Employees shall make every effort to take their lunch break at the nearest open and/or available Park District facility. Employees will be allowed reasonable time during work hours to travel to and from the nearest open and/or available Park District facility for their lunch break. For purposes of this Article, an "open and/or available" Park District facility is one with an area available for the employee to eat his or her lunch. If no such open and/or available facility exists, then the employee may return to his or her base of operations. In addition, each employee shall be entitled to two (2) fifteen (15) minute breaks per day. One break will be taken in the morning and the other break is to be taken in the afternoon. All breaks shall be taken on the job site. Actual break times may vary and shall be determined the employee's immediate supervisor. Employees may periodically be allowed to combine one (1) of their fifteen (15) minute breaks with the thirty (30) minute lunch period provided that they first obtain the approval of their supervisor. In all instances the employee shall be subject to calls for service during a break.

Employees in the Recreation and Administrative divisions shall be given breaks as needed, and requests for breaks shall not be unreasonably denied. There will be no additional compensation in the event an employee is unable to utilize break time during his shift.

Section 6.3 - Overtime Pay. Except as otherwise provided in this Section, all time worked in excess of forty (40) hours in a workweek shall be compensated by payment at the rate of one and one-half (1 and ½) the regular hourly rate of pay. For the purpose of this Section, "time worked" shall be defined to include those hours for which the employee works or is otherwise compensated by the Park District including vacation time, sick time, personal time and holiday time.

Section 6.4 - Call-Back Pay and Holdover Pay. An employee who is called back to work after he has punched out on the time clock shall be credited with a minimum of two (2) hours' time worked or for time actually worked, whichever is greater. An employee who is held over to work for a period of time shall be paid for all such time worked at his/her applicable rate of pay.

Section 6.5 - Required Overtime. The Executive Director or his designee(s) shall have the right to require overtime work and employees may not refuse overtime assignments. Overtime shall be distributed by seniority within employee job classifications except in situations involving emergency overtime or overtime necessary to complete a task already started by a particular employee during the regular work day. In non-emergency situations, the Executive Director or his designee(s), as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess. In emergency situations, the Executive Director or his designee(s) shall attempt to solicit volunteers before requiring or making an overtime assignment, where time and circumstances permit.

Section 6.5 - Snow Removal. For purposes of snow removal event, bargaining unit members in the job classifications of Foreman/Mechanic, Maintenance Worker, Maintenance Worker II, Maintenance Worker III, Maintenance Worker/Custodian, Maintenance Worker/Recreation Aide, Mechanic, Recreation Facility Attendant, Recreation Facility Attendant/Maintenance Worker Custodian and Trades Worker shall be called based upon their bargaining unit seniority for each snow removal event. This shall be accomplished by starting at the top of the seniority list and working down until all necessary personnel, as determined by the Park District, have responded to the call out.

Employees shall have one (1) hour to report to work after receiving notice from their supervisor, except that an employee reporting to work may be excused from this requirement if there are extenuating circumstances (such as weather conditions or conditions beyond the control of the employee) which prevent him/her from responding in one (1) hour. The employee is expected to contact his/her supervisor if he/she will be delayed in responding to the call out; In the event that an employee on the seniority list wither fails to anser his/her phone or refuses to respond to thecal out without a valid excuse on three (3) consecutive occasions, the employee shall be subject to disciplinary action;

The supervisor assigned to handle the call out shall call the number provided by the employee for call outs. In the event that the employee does not answer the call, the supervisor shall leave a message and move to the next employee on the seniority list. If the employee who misses the call calls the supervisor back before all available positions have been filled, he/she shall be given the opportunity to respond to the call out. Otherwise, he/she shall return to his/her place on the list for the next snow event. Missing a phone call shall not be deemed a refusal or failure to answer the call, however failing to respond to the call in any way may be deemed a "refusal". If the employee misses the call, he/she should call the supervisor within one (1) to inform them of the missed call;

In the event that all of the employees called refuse to respond to the call out, the supervisor shall order employees to respond. This shall be done by ordering the least senior employee to respond and so on until all necessary employees have responded to the call out. If an employee refuses to respond to the call out after being ordered, he/she shall be subject to disciplinary action;

Employees may choose to take time off in lieu of being paid overtime for hours worked during a call out for snow removal. For example, an employee whose normal work week is Monday through Friday from 7:00 a.m. to 3:00 p.m. may opt to request Friday off if he/she has already worked 40 hours due to performing snow removal duties prior to Friday. The use of such time off must be mutually agreed upon by the employer and the employee but the request to take time off in lieu of being paid overtime shall not be unreasonably denied. In the event that the employee works more than 40 hours prior to the end of the workweek (for example, 42 hours by Thursday in the above example) he/she may still be offered the opportunity to take time off in lieu of additional overtime payment except that he/she shall be paid overtime for all hours worked over 40 prior to taking the time off. So in the example used in this paragraph, if an employee had worked 42 hours by Thursday and requested and was granted an opportunity to take Friday off, the employee would be paid 40 hours of straight time, two (2) hours at the employee's overtime rate and would be allowed to take Friday off without using any accrued benefit time;

Employees who respond to a call out for snow removal shall be paid for a minimum of two (2) hour or for the actual hours worked, whichever is greater.

Section 6.6 -Alternative Schedule. The Park District shall seek volunteer to work weekend overtime assignment during the busier summer months. An overtime schedule shall be prepared, and bargaining unit members shall be afforded the opportunity to volunteer for overtime assignments based upon their bargaining unit seniority. Bargaining unit members may only bid on overtime assignments that they are qualified to perform. In the event that not enough bargaining unit members bid to fill open positions, the Park District shall fill remaining openings by mandating in employees based upon reverse seniority.

Section 6.7 –Shift Trades. Employees in the same job classification may trade shifts with other bargaining unit members in the same job classification. Shift trades must be approved the employee's department head. Notice of intent to trade shifts must be provided to the department head no later than twenty-four (24) hours prior to the scheduled shift.

Section 6.8 -No Pyramiding. Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 7.1 - Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the Park District during the term of this agreement involving an alleged violation of an express provision of this Agreement. A "business day" is defined as any day exclusive of Saturday, Sunday or a Park District holiday.

Section 7.2 - Grievance Procedure. The parties acknowledge that it is usually most desirable for an employee and his or her immediate supervisor to resolve problems through free and informal discussions. The informal process may include a Union Representative, upon the employee's request. If, however, this informal process fails to resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance shall submit the grievance in writing to his or her immediate non-bargaining unit supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement alleged to have been violated and the specific relief requested. All grievances must be submitted no later than five (5) business days from the date of the first occurrence of the matter giving rise to the grievance or within five (5) business days after the employee, through use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The supervisor shall render a written response to the grievant within five (5) business days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, the grievance shall be submitted in writing to the employee's department head or his or her designee within five (5) business days after receipt of the employer's answer in Step 1. Thereafter, the department head or his or her designee and any other appropriate individuals, as determined by the department head, shall meet with the grievant and a union representative within ten (10) business days of receipt of the grievant's appeal if at all possible. If no agreement is reached, the department head or his or her designee shall submit a written answer to the grievant and the Union within ten (10) business days following the meeting.

STEP 3: If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Employer's Executive Director within five (5) business days after receipt of the Employer's answer at Step 2. Thereafter, the Employer's Executive Director or his designee and other appropriate individual(s) as desired by the Executive Director, shall meet with the grievant and a union representative within ten (10) business days of receipt of the grievant's appeal absent extenuating circumstances. If no agreement is reached, the Employer's Executive Director or his designee shall submit a written answer to the grievant and Union within fourteen (14) calendar days following the meeting.

Section 7.3 - Arbitration. If the grievance is not settled in Step 3, the Union may refer the matter for arbitration by written request made within fifteen (15) business days of the Park District's answer in Step 3. Arbitration shall proceed in the following manner:

1. The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service, American Arbitration Association (AAA), or any other mutually agreed upon agency, to submit a panel of five (5) arbitrators, all of whom shall be from the National Academy of Arbitrators who reside in Illinois. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Upon receipt of such list, each party shall alternatively strike a name from the list until there is one name remaining. The party requesting arbitration shall strike the first name.

2. The person remaining shall be the arbitrator. The arbitrator shall be notified of his or her selection and shall be requested to set a time and place for the hearing, subject to the availability of the Park District and Union representatives.

3. The Employer and the Union shall have the right to request the arbitrator to require the presence of material witnesses and/or relevant documents. The Employer and the Union retain the right to employ legal counsel. Each party to the arbitration shall bear his own costs.

4.. The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later. The parties may agree to waive this requirement.

5. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

6. The fees and expenses of the arbitrator shall be paid by the losing party. The cost of a written transcript for the arbitrator, if one is requested, shall be divided equally between the Park District and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4 – Limitations on Authority of Arbitrator. The arbitrator may interpret the Agreement but shall have no right to amend, ignore, add to, subtract from, nullify or modify any of the provisions of this Agreement. The arbitrator shall consider and make a decision with respect to the specific issue (s) submitted in writing and decide only the issues submitted in writing on the parties' approved grievance form and subsequent responses as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall have no authority to make a decision on any issue not submitted or raised earlier by one of the parties. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Park District under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 6.4 shall be final and binding upon the Park District, the Union and the employees covered by this Agreement.

Section 7.5 - Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within five (5) business days after the first occurrence of the event giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Park District's last answer. If the Park District does not answer a grievance or an appeal thereof within the specified time limits, the sole remedy is that the grievance may be advanced to the next step. Any time period provided under the steps of the grievance procedure may be extended by mutual agreement, provided such agreement is made in writing.

Section 7.6 – Discipline. The District will not suspend a non-introductory employee for more than two (2) days without pay or dismiss such an employee without just cause. Any grievance concerning such discipline or termination shall be filed in a timely manner at Step 3 of the Grievance Procedure set forth herein above. All other grievances shall start at Step 1. Oral reprimands may be grieved through Step 3 of the grievance procedure. Oral reprimands shall not be submitted to arbitration. The Employer reserves the right to place any employee on temporary paid administrative leave pending the outcome of an investigation. The Park District may place any employee on temporary unpaid administrative leave with the employee has engaged in criminal conduct. The District further agrees to follow the progressive discipline principle when disciplinary action is taken. Progressive discipline is defined herein as a process by which disciplinary action is applied in several steps of increasing severity and shall culminate, if warranted, in dismissal. The usual sequence of progressive discipline is oral warning, written warning, suspension and dismissal. However, the District may determine that an act is sufficiently severe to warrant a departure from the progressive discipline principle. In such cases, progressive discipline will not apply.

Section 7.7. Disciplinary Measures. Employees must be made aware of the issuance of discipline within fifteen (15) business days of the alleged infraction. Failure to do so shall void said discipline and it shall be expunged from the employee's record.

Oral reprimands that are more than six (6) months old shall not constitute prior disciplinary action if there are no repeated infractions of the same or similar offense within that time period. Written reprimands that are more than one (1) year old shall not constitute prior disciplinary action if there are no repeated infractions of the same or similar offense within that time period. Such discipline shall not be considered as a basis for future discipline after the designated period has expired. The District shall notify, in writing (which may be accomplished through email), the Union and the employee at least five (5) business days in advance of the disciplinary meeting date.

Section 7.8 – Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure

ARTICLE VIII - NO STRIKE NO LOCKOUT

Section 8.1 - No Strike Commitment. During the term of this Agreement, neither the Union nor any of its officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Employer regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of the Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 8.2 – No Lockout. During the term of this Agreement, the Employer will not lock out of any bargaining unit employees as a result of a labor dispute with the Union.

Section 8.3 – Judicial Restraint. Nothing contained herein shall preclude the Park District or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE IX - HOLIDAYS AND PERSONAL DAYS

Section 9.1 - Holidays. The following are paid holidays recognized by the Park District for full-time employees only:

New Year's Eve Day
New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day

Section 9.2 - Work During a Holiday. Employees who work on a holiday shall be paid for the holiday (typically eight (8) hours) and time and one half for all hours actually worked on the 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. For employees whose regularly scheduled work week includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday, will be observed on that day.

Section 9.3 - Personal Days. Each full-time employee is granted three (3) days of paid personal leave at the beginning of each fiscal year. New full-time employees are granted three (3) days of personal leave upon their appointment. Each regular part-time employee who works an average of at least 700 hours per year or who is required to participate in IMRF shall receive eight (8) hours of paid personal leave at the beginning of the fiscal year following the fiscal year in which the regular part time employees worked at least 700 hours. Requests for personal leave must be submitted in advance to the employee's supervisor prior to granting the leave. Personal leave is approved by the supervisor at the convenience of the District. Requests to use personal leave shall not be arbitrarily denied. Unused personal leave may not be carried over from one fiscal year to another. Unused personal leave is not paid out upon termination of employment. Personal leave may be used in lieu of sick leave.

ARTICLE X - LAYOFF AND RECALL

Section 10.1 - Layoff. The Park District, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this agreement will be laid off according to their length of service at the Park District in the affected classification, with the least senior being laid off first. This Article shall not apply to seasonal part-time employees who are hired for the specific purpose of working during a particular season or seasons of the year. Such employees shall continue to be terminated at the end of the working season and they may be rehired and the beginning of the next working season at the sole discretion of the Park District. Except in an emergency, the Park District shall provide thirty (30) days' notice in writing to the Union and the effected employees to whom this Article shall apply when a layoff is contemplated. The Park District agrees to meet and discuss (but not negotiate) alternatives to the layoff, upon request of the Union, although such meetings shall not be used to delay the layoff. The Park District further agrees to negotiate, upon request of the union, over the impact and effect of the layoff on bargaining unit employees, although such negotiations shall not be used to delay the implementation of the layoff.

Section 10.2 - Recall of Laid-off Employees. The names of laid-off employees shall be placed on a layoff list for one (1) year. Employees shall be recalled in inverse order of the layoff, provided they are qualified to perform the work to which they are recalled or can become qualified within a reasonable amount of time.

Employees who are eligible for recall shall be given fifteen (15) calendar days' notice of recall and such notice of recall shall be sent to the employee by certified or registered mail at the employee's last known address with a copy sent to the Union. The employee must notify the Executive Director or his designee of his intention to return to work no later than ten (10) calendar days before the date set in the notice for his return to work. The Park District shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Park District with the latest mailing address. If the employee fails respond to the recall notice within the time frames set forth in this Agreement or refuses the recall, he/she shall be removed from the recall list.

Section 10.3 - Bumping Rights. In the event of a layoff, employees may exercise| bumping rights. A bargaining unit employee may bump a less senior bargaining unit employee from a bargaining unit Position if he or she is qualified to assume that position. Bargaining unit employees shall not have the right to bump non-bargaining unit employees.

Section 10.4 - Volunteers. The Park District agrees that it shall not use volunteers to perform the work of bargaining unit employees who have been laid off.

ARTICLE XI – VACATIONS

Section 11.1 - Eligibility and Allowances. All regular full-time employees of the Park District shall be allowed vacation leave with pay computed on the basis of the employee's anniversary year as follows:

One (1):	10 days
Three (3) years:	15 days
Ten (10) years:	20 days

Vacation leave may be taken in increments of less than one (1) full day.

Section 11.2 - Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 11.3 - Scheduling and Accrual. Vacation should be taken during the slow season of the year for each department or division. Requests for vacation must be made in advance to the employee's immediate supervisor on the form provided by the Park District. All vacation requests must be approved by the Department Head or his designee. Vacation requests shall be approved or denied within seven (7) days of submission of the request. Vacation requests will be granted on the basis of seniority. In the event that one of the eleven (11) official Park District holidays, as specified herein above, occurs during the employee's vacation, the holiday shall not be counted as a vacation day. Vacation time earned and used shall be updated and available in the employee portal on the intranet. Employees shall be given a reasonable opportunity to use paid vacation time prior to their anniversary date, however the failure to use paid vacation time shall not increase the amount of time that an employee may carry over from year to year as set forth in Section 10.4 below.

Section 11.4 - Carryover. An employee may carry over a maximum of fifteen (15) accrued vacation days from one anniversary year to the next anniversary year.

Section 11.5 – Payment for Accrued Vacation. In the event of an employee's death, retirement, or separation from Park District service, such employee shall be compensated for any accrued but unused vacation time as of the date of termination of employment plus vacation prorated for the period since the employee's anniversary. Employees who terminate employment prior to six (6) months shall not be allowed vacation time, and therefore none shall be paid.

Section 11.6 – IMRF Service Credit. Employees may annually convert any unused vacation days in excess of fifteen (15) days to sick leave for the purpose of accrual towards IMRF service credit. In addition, upon retirement, an employee may convert any days up to their balance of vacation days to sick leave for IMRF service credit in lieu of receiving payment for the accrued but unused vacation time.

ARTICLE XII - SICK LEAVE

Section 12.1 - Purpose. Sick Leave is provided as a benefit in recognition that employees do contract various illnesses from time to time; that their financial resources may be diminished in such instances if pay is discontinued; and that it may not be in the best interest or health of the employee or fellow employees for the employee to work while sick. To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting their doctor, or acting pursuant to reasonable instructions for care. Unfortunately sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense, and the parties further agree that the Park District shall make all reasonable efforts to discover sick leave abuse with the Union assisting in all ways possible as requested by the Park District.

Section 12.2 – Allowance, Accrual and Use of Sick Leave. Each full-time employee of the Park District shall be granted one (1) sick day per month of service not to exceed a total of twelve (12) sick days per year.

Sick leave may be used for any of the following issues:

Personal illness;

Medical, dental or optical appointments, except that whenever possible, all medical, dental and optical appointments shall be scheduled during non-working hours;

Sickness in the immediate family (mother, father, spouse, brother, sister, or children including children for which the employee is the legal guardian);

Non-work related injuries;

Employee emergency situations at the discretion of the Executive Director

Sick leave shall begin to accrue as of the date of employment, but may not be taken until the employee has been with the Park District for at least three (3) months. Should an employee be absent because of illness during the first three (3) months of employment, the employee may be placed on leave of absence without pay or personal time.

Section 12.3 - Notification. In cases of illness or sudden emergency, the employee or some member of his/her household shall notify the employee's immediate supervisor by telephone not later than fifteen (15) minutes prior to the employee's normal starting time. Unless notification is given, no sick leave will be approved except in unusual cases and then only after the approval of the Executive Director.

Section 12.4 - Medical Examination. Before returning to work, any employee having been absent from his or her duties for more than three (3) consecutive days due to illness or injury may be required to file a physician's report with the Executive Director or his designee indicating that the employee has been medically cleared and is physically able to perform all of the essential functions of his or her job with the Park District.

Section 12.5 – Accumulation and Buy Back of Sick Leave. Each employee may accumulate a maximum of forty-five days of sick leave at the end of a fiscal year (April 30). An employee who has accumulated in excess of thirty (30) days of sick leave at the end of a fiscal year, shall at the beginning of the following fiscal year be paid an amount equal to one-half (1/2) the value of

the unused sick leave at the employee's current hourly rate of pay if the employee has not exercised the option to accumulate forty-five (45) days.

Each employee may annually elect to carry-over to the next fiscal year the maximum of forty-five (45) days of sick leave. An employee who has accumulated in excess of forty-five (45) days of sick leave at the end of a fiscal year, shall at the beginning of the following fiscal year be paid an amount equal to one-half (1/2) the value of the unused sick leave at the employee's current hourly rate of pay.

An exception is that each employee may accumulate a maximum of two hundred and forty (240) days of sick leave to accrue only as IMRF service credit. (See attached Appendix "A" Unused and Unpaid Sick Leave Service Credit)

Section 12.6 - Sick Leave at Termination. Each employee shall be granted compensation for unused sick leave hours accumulated to his/her credit at the termination of service at one-half (1/2) the employee's hourly rate. Employees terminating their service prior to six (6) months shall not be paid for unused sick leave. Upon termination, the maximum number of days that can be paid out at one-half the current hourly rate is fifty-seven (57) days.

Section 12.7 - Abuse of Sick Leave. Using sick leave for purposes not specified in this Article may be considered as cause for discipline up to and including dismissal. The employee's department head and/or the Executive Director shall have the authority to investigate and determine when sick leave has been misused or abused. The District will follow the principals of progressive discipline in enforcing this sick leave abuse policy. If a pattern of sick leave use occurs, the District reserves the right to impose discipline up to and including discharge. For the purpose of this section, a pattern of sick leave abuse shall include but not be limited to a total of six (6) sick leave incidents. An "incident" shall be defined as one (1) day or one set of consecutive day in a row. Sick leave used pursuant to FMLA shall not be counted as an "incident".

ARTICLE XIII - TUITION REIMBURSEMENT AND TRAINING PROGRAMS

Section 13.1-Tuition Reimbursement. Park District employees shall be encouraged to further their education and/or complete or obtain a college degree which, in the opinion of the department head shall enhance the employee's qualification for his or her job with the Park District. When, in its sole discretion, the Park District determines that an employee's course of study enhances the employee's qualifications for his or her position with the District, the District may provide tuition and educational materials reimbursement within budgeted limitations.

To be eligible for consideration of tuition and educational materials reimbursement, an individual must be a full-time employee and have completed at least six (6) months service with the Park District prior to application approval.

If an employee resigns or is terminated for any reason prior to course completion, the Park District shall not be obligated to reimburse any part of the expense.

An employee who leaves the Park District with less than two (2) years of service after completion of any reimbursed course must return the monies to the Park District upon termination. Employees terminated due to reduction in force shall not be required to reimburse the monies paid for tuition and educational materials reimbursement.

Reimbursement of up to one-half of tuition and 100% of the books will be paid by the District to full-time employees subject to funding availability after satisfactory completion of an approved course with at least a "B" average or a certificate of completion and submission of payment receipts.

Section 13.2 - Training Programs. A vigorous internal and external employee-training program is needed, both in order that employees may perform their work more efficiently, and that they may be able to prepare to qualify for positions of increasing difficulty and responsibility or to adapt to changing work environments. The Executive Director and department heads are charged with the task of developing and implementing a progressive training and educational program within the scope of the District's financial constraints and abilities.

ARTICLE XIV – WAGES

Section 14.1 -Employee Salary Schedule- Annual wages paid to employees holding the bargaining unit positions as defined in Article 1 - Recognition shall, during the term of this Agreement, be determined in accordance with the Park District's merit pay system, as modified in the following paragraphs A through H:

- A.) The Park District's wage scale as of the date of ratification of this Agreement for bargaining unit positions shall govern starting and maximum salaries during the term of this Agreement.
- B.) Employees shall not receive wage increases that would cause them to exceed the maximum salary in the wage scale during the term of this Agreement. If an employee wage increase would exceed the maximum salary, the employee shall receive a wage increase equal to the amount that would take him or her to the top of the wage scale without exceeding the salary range maximum.
- C.) Bargaining unit employees whose wages exceed the maximum of the Park District's wage scale as of the execution of this Collective Bargaining Agreement shall have their wages frozen.
- D.) The Park District reserves the right to hire and any new employees at a higher salary within the wage scale range, and such determination shall not be subject to the grievance procedure as outlined in Article VII.
- E.) Bargaining unit employees whose wages are not frozen (i.e. employees who are not at the top of the wage scale applicable to the current collective bargaining agreement for their position and/or who do not exceed the top of the wage scale for their position) and who receive a minimum evaluation score of "Fair" shall receive a 2% increase to their base rate of pay retroactive to the first full pay period of May 1, 2015.
- F.) Retroactive to the first full pay period of May 2016, provided that they receive an overall evaluation score of "Fair" (meeting the minimum standards with an evaluation score between 1.0 and 1.9). All non-introductory bargaining unit employees who have not reached maximum pay in their respective wage scale shall receive a 2.5% increase to their base rates of pay. Bargaining unit employees who receive an evaluation score of "Unsatisfactory" (does not consistently meet standards and expectations for the position requirements and objectives with an evaluation score between 0.0 and 0.9) shall not be eligible for any wage increases during the term of this agreement.
- G.) For fiscal year 2016 – 2017, bargaining unit employees shall be eligible for wage increases in addition to the 2.50% increase for receiving an overall evaluation score of "Fair" referenced in paragraph "F". This increase shall be based upon merit as follows: Bargaining unit employees who receive an overall evaluation score of "Competent" (generally exceeds standards with an evaluation score between 2.0 and 2.9) or who receive an overall evaluation score of "Commendable" (often exceeds standards with an evaluation score between 3.0 and 3.5) shall receive an additional one quarter (.25%) of one percent increase for a total wage increase of

2.75%. Bargaining unit members who receive an overall evaluation score of "Superior" (consistently exceeds standards with an evaluation score between 3.6 and 4.0) shall receive an additional wage increase of one-half (.50) of one percent for a total wage increase of 3.0%. These additional wage increases based upon merit shall be subject to the terms of the preceding sections of this Article.

I. The Park District shall use the Performance Evaluation Form, attached as Appendix B, to evaluate employees' performance annually. The Park District reserves the right to make reasonable revisions to the evaluation tool.

Section 14.2 - Application of Grievance Procedure. In the event an employee eligible for merit adjustments under Section 14.1 above receives an "Unsatisfactory" merit rating for purposes of eligibility for an increase, the employee shall have the right to invoke the grievance procedure. All ratings "Fair" and above shall not be subject to the grievance procedure. Both parties recognize that the purpose of a merit adjustment is to allow the Park District to exercise its discretion and judgment to reward meritorious performance in the adjustment of an employee's salary, and therefore grievances under this Section must be carefully scrutinized by the Union to avoid abuse of the grievance procedure. In this respect, the Union shall bear the burden of persuasion, and the Park District's merit rating shall be upheld unless the Union can demonstrate that it was arbitrary and capricious.

ARTICLE XV – INSURANCE

Eligible bargaining unit members shall be provided with health and life insurance benefits consistent with the benefits provided to non-bargaining unit employees. Eligible bargaining unit members shall be afforded the same types of coverage, contribution rates and eligibility requirements, or access to the Insurance Waiver Option as non-bargaining unit employees. Bargaining unit employee contribution rates shall be determined on an annual basis by the Park District Board and they shall be the same contribution rates as those paid by non-bargaining unit employees. Should the Park District find it necessary, due to financial or other reasons, to make adjustments in benefits and coverage, it shall give fourteen (14) days prior notice to the Union. The Park District reserves the right to increase the percentage of individual or dependent health and/or dental coverage premium costs paid by bargaining unit employees, so long as such percentage amount is the same as that charged to all other non-represented Park District employees.

ARTICLE XVI - LEAVES OF ABSENCE

Section 16.1 - Discretionary Leaves. An employee may request a leave of absence without pay. This is an option on the leave request form. The leave request form shall be reviewed by the division head, and referred to the Executive Director for approval or denial. Employees who are granted a leave of absence without pay shall not accrue benefits while on leave. Employees on leave of absence without pay may continue their health insurance benefits by electing to pay the full cost of the insurance premium billed to the District for the period during which they are absent.

Section 16.2 - Military Leave. Military leave shall be granted in accordance with applicable federal and state law.

Section 16.3 - Maternity Leave. Employees shall be granted leave for the birth or adoption of a child consistent with applicable state and federal laws. In addition the Park District shall comply with all applicable state and federal laws which provide certain rights and accommodations to pregnant employees.

Section 16.4 - Funeral Leave. Each full-time employee shall be granted up to three (3) days of paid funeral leave for a death of a family member or five (5) days if travel is more than 300 miles one way. These days are to be taken consecutively within a reasonable time of the day of the death or service and may not be split or postponed. In situations which require an employee to be absent in excess of the three (3) or five (5) days funeral leave, or death of another person not designated above, the extra leave will be charged to other available accrued leave. The Executive Director must approve any excess leave. Funeral leave will be granted for each of the following family members. For the purposes of this Article, a "family member" is defined as mother, father, step-mother, step-father, spouse, brother, sister, children, step-children, grandfather, grandmother, grandchildren, father-in-law, mother-in-law or individual for whom the employee is a legal guardian. The intended use of funeral leave is to react to, prepare for and attend services for the loss of a loved one.

Section 16.5 - Family and Medical Leave Act. The Park District agrees to comply with the Family and Medical Leave Act of 1993 and the rules and regulations issued in conjunction therewith. The parties agree that the Park District may adopt such policies as may be necessary or appropriate to implement the Family and Medical Leave Act of 1993 (the FMLA) and the rules and regulations issued in conjunction therewith. No such policy shall be deemed to violate this Agreement if it is either mandated or legally permitted by the FMLA and the rules and regulations issued in conjunction therewith. If the Park District changes an FMLA benefit for other Park District employees, that change shall likewise apply to bargaining unit employees. Accrued leave shall be taken concurrently with FMLA in the following order: sick leave; holiday leave, personal time, vacation time.

Section 16.6 Temporary Disability

Continuation of Benefits. During the first (3) months of leave, the Park District will continue full coverage at the Employees current percentage of monthly premium contribution per month as an active employee. During the next three (3) months, the Park District will continue paying the

Employers contribution of the percentage of the monthly premium for the Employee portion of coverage only. The Employee shall be responsible for paying 100% of the monthly premium for dependent and family coverage. For disabilities of more than six (6) months, the Employee will pay 100% of the monthly premium for all types of coverage including employee, dependent and family coverage.

Section 16.7 - Jury Duty. Any full-time employee who is selected for jury duty and has not been excused because of employment with a public agency may be granted time off to serve as a juror. Employees will receive their regular full pay provided that they endorse their Jury Commission check to the Waukegan Park District. This should be done prior to the next pay period or the employee may be charged benefit time for the time served on jury duty. Employees called for jury duty shall notify their Department Head prior to reporting to the jury commission. Jury duty time shall be considered that time spent actually serving on a jury or time spent at the jury commission. If any employee is released to leave the jury commission premises but remain in contact with the jury commission, the employee shall report back to work if the release is granted during the employee normal working hours. If any employee is released from the jury commission and is unable to return to work, the employee shall immediately report to the supervisor.

ARTICLE XVII – SENIORITY

Section 17.1 - Definition of Seniority. As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment from the date of last hire, in a bargaining unit position, regardless of classification. This type of seniority shall be used for every purpose unless specified otherwise elsewhere in this Agreement

Section 17.2 - Seniority List. The Park District shall prepare and maintain a seniority list setting forth each employee's bargaining unit seniority date and each employee's classification seniority date. A copy of the seniority list shall be provided to the Union upon request. The Park District shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Park District in writing within fourteen (14) calendar days after the Union's receipt of the list.

Section 17.3 - Seniority Termination. An employee shall be terminated and his seniority broken when he:

- a. Quits or voluntarily resigns; or
- b. Is discharged for just cause; or
- c. Is discharged as the end of the work season when the employee is a seasonal part-time employee hired to work during a particular season or seasons of the year; or
- d. Is laid off pursuant to the provisions of the applicable Agreement for a period of twelve (12) months; or
- e. Retires; or
- f. Fails to report for work at his assigned shift following the conclusion of an authorized leave of absence; or
- g. Does not do work for the employer for a period in excess of 12 months unless the employee remains on an approved unpaid leave of absence.

Section 17.4 – Introductory Employees. All full-time appointments are made for an introductory period of six (6) months. After a six (6) month period, an employee will be evaluated by his/her supervisor to determine if the employee will continue in the employment of the Park District. Employees may be terminated with or without cause prior to completion of the introductory period. Prior to the completion of the introductory period, employee discipline shall not be subject to the grievance process set forth herein above.

ARTICLE XVIII- ORIENTATION AND TRAINING

Orientation/Training. The Park District shall contact the Chief union steward when a new bargaining unit employee is hired. The Park District shall allow the union steward designated to conduct orientation and the employee one-half hour to conduct union orientation at a mutually agreed upon time, date and location during the workday

ARTICLE XIX-PENSION

During the term of this Agreement, employees shall continue to participate in the IMRF in accordance with and subject to the provisions of the statutes of the State of Illinois now applicable or as they may be amended and the District shall make its contributions into the IMRF on behalf of all eligible employees in accordance with the law.

ARTICLE XX-JOB DESCRIPTIONS

When the Park District creates a new job classification within the bargaining unit is established or an existing job description changed, the Park District will provide the Union with a copy of the new job description within thirty (30) days prior to said proposed change. Upon request by the Union and prior to the change, the parties will meet and discuss, and when appropriate bargain, the wage rate and any terms and conditions of employees affected by the change in existing job descriptions or in the new job description.

ARTICLE XXI-VACANCIES, TRANSFERS

Section 21.1-Vacancies. When a vacancy occurs, the Park District shall post the vacancy consistent with its current practices for announcing and filling vacant positions. Qualified bargaining unit members may apply for vacant positions and shall be given consideration, along with any outside applicants for the vacant position. The District shall determine the most qualified applicant for the position and shall fill the position accordingly. The District's decision to fill a vacant position shall not be subject to the parties' grievance procedure.

Section 21.2-Transfers. When the District determines that there is a need to transfer an employee, the District may consider eligible bargaining unit members for any transfer. District decisions regarding the transfer of employees shall not be subject to the parties' grievance procedure.

ARTICLE XXII-NON-DISCRIMINATION

Section 22.1. Discrimination Prohibited. Neither the District nor the Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, ancestry, age, sex, physical or mental handicap, marital status, and sexual orientation, unfavorable discharge from military services, parental status or in any manner which would violate any applicable Federal or State law. Discrimination prohibitions also include sexual harassment and discrimination on the basis of pregnancy, childbirth or related medical conditions.

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

Grievances arising under this section are only subject to go through Step 3 of the formal grievance procedure and shall not be subject to arbitration.

Section 22.2. Union Membership or Activity. Neither the District nor the Union shall interfere with the right of employees covered by this Agreement to become members of the Union. There shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

ARTICLE XXIII – STEWARDS

Section 23.1-Stewards The Union may appoint up to four stewards, all of whom shall be bargaining unit employees. The Union shall notify the Employer, in writing, of the Employees who will serve as stewards. If the stewards change, the Union shall notify the employer, in writing, of the changes. If the Employer has not been provided with written notice identifying a bargaining unit employee as a Union steward, the Employer shall be under no obligation to recognize such individuals as a steward.

Section 23.2-Meetings. A Union steward may be allowed time off of work with pay during the regular working hours to participate in (1) meetings provided in Step 1, 2, and 3 of the grievance procedure and (2) during investigatory interviews initiated by the Park District that could lead to disciplinary action provided that a steward's presence is requested by the employee who is to be interviewed. A steward may also be allowed time off from work with pay during the regular working hours, if reasonable and necessary, for the investigation of grievances after requesting and obtaining permission from his or her immediate supervisor. The supervisor will not unreasonably withhold this permission provided that the time requested is not unduly burdensome or disruptive to the operations of the Park District.

ARTICLE XXIV -SAFETY

The District will continue to make reasonable provisions for the maintenance of safe working conditions and health protection for all employees, including those covered by Local 73. The Union will cooperate towards this end and will encourage all employees to work in a safe manner. It will be the responsibility of employees to report unsafe and unhealthy work conditions. Employees shall comply with safety work rules and regulations and employees shall report accidents promptly to their supervisor. The District will train each employee in the proper use of tools, equipment and machinery. Each employee has the responsibility for following the correct safety procedures at all times and for informing his supervisor if further training will be helpful. The District will issue the appropriate safety equipment for each job. The District will instruct employees on the use of safety equipment. Employees are required to wear the prescribed safety equipment at all times, where such equipment is required. The District will impose sanctions on any employee who does not wear the safety equipment. These sanctions may include one of the following: oral reprimand, written reprimand, suspension or discharge. The Park District may elect not to follow traditional progressive discipline based upon the severity of the safety violation in question.

The Waukegan Park District strives to create a work environment that is safe for all of its employees. With that in mind, the Park District has a cost offset program for eligible bargaining unit employees to purchase safety-toe shoes or boots where the employee performs a job function that requires the use of Personal Protective Equipment (PPE) which includes safety-toe shoes or boots. The safety shoes must meet minimum standards set by OSHA, ANSI Z41-1991 for impact and compression resistance. An eligible employee for purposes of this section shall be defined as a full-time or part-time bargaining unit employee. The Park District will reimburse up to 50% of the total cost of the shoes or boots (including tax and shipping) with maximum reimbursement amount of \$100. Reimbursements can be made once per fiscal year to each eligible employee. Additional foot protection such as metatarsal guards may be incorporated over existing work boots for employees who are not eligible for the safety shoe reimbursement discussed above. Employees who work in jobs that require safety-toe shoes but who elect not to purchase safety-toe shoes will be provided with metatarsal guards by the employer. It is understood and agreed that employees will properly maintain their safety shoes or boots, and that employees must follow the reasonable procedures the District will implement for procuring new safety shoes and/or boots.

The Park District currently has a safety committee which meets on an as needed basis. The Park District agrees to include up to two (2) bargaining unit members on the safety committee. Time spent by bargaining unit members participating in safety committee meetings shall be treated as hours worked.

It is the District's responsibility to ensure employees with a safe work environment. The Committee shall develop recommendations and the District shall consider the Committee's recommendations. The District will review all safety concerns and work in good faith to resolve the issues in a reasonable and timely fashion. All complaints alleging safety violations shall be reported immediately to a supervisor.

ARTICLE XXV - PARK DISTRICT VEHICLES

Employees who are required to drive Park District vehicles shall abide by all reasonable Park District regulations governing such vehicle use as such regulations may be modified from time to time by the Park District. The Park District will provide employees reasonable advance notice before a modification is made applicable to employees.

ARTICLE XXVI - LABOR-MANAGEMENT CONFERENCES

Section 26.1 - Meeting Request. The Union and the Park District agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held if mutually agreed between Union representatives and responsible administrative representatives of the Park District. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

- a.) Discussion on the implementation and general administration of this Agreement;
- b.) A sharing of general information of interest to the parties;
- c.) Notifying the Union of changes in conditions of employment contemplated by the Park District which may affect employees; or
- d.) A discussion of safety matters.

Section 26.2 - Content. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 26.3 - Attendance. The Park District will pay two (2) stewards at the steward's regular rate of pay when attending a labor-management meeting scheduled during the steward's regularly scheduled work time, for all such time spent in such meeting up to a maximum of one and one-half (1-1/2) hours. Time spent by stewards in labor-management meetings, whether compensated or not, shall not constitute time worked for purposes of calculating overtime pay under any provision of this agreement.

ARTICLE XXVII- GENERAL PROVISIONS

Section 27.1 - Substance Abuse Policy and Testing. The Park District has established a detailed policy with respect to testing for drugs, alcohol and other substances of abuse. It is agreed and understood that the Park District's policy is a fair compromise of competing interests that are involved including the interest of the employee, his fellow employees, the Park District and the Union, and that this policy shall be enforceable by all parties in all respects. Therefore, all employees including introductory employees shall be subject to the Park District's established policy, copies of which are set forth in the Waukegan Park District Personnel Policy/Procedure Manual as may be modified from time to time. Bargaining unit members are also covered under the Park District's Commercial Driver's License Policy and the Park District's Alcohol and Drug Testing Policy, which may be modified by the Park District after negotiations with the Union. Any employee who refuses to undergo testing as ordered pursuant to the Park District policy and procedure may be disciplined up to and including termination. . The Park District reserves the right from time to time to make reasonable changes and modifications to these policies, after conferring with the Union. Drug testing that it is done subsequent to an accident or injury shall be done within twenty-four (24) hours of reporting of the accident or injury.

Section 27.2 - Employee Wellness & Fitness for Duty Examination. Employees may be required to undergo a fitness for duty evaluation, where the District has sound operational reason(s) to believe the employee may be unfit for duty. The general basis for the reason(s) shall be set forth, in writing, to the employee at the time the employee is ordered to undergo such testing and shall be verified by at least two (2) management employees. Employees shall have the right to inform the Union of the order after it is received, and shall have the right to Union representation. The employer and the employee shall only utilize the services of qualified medical providers. The employee shall be given a copy of any and all information, reports and opinions that are provided the Park District as a result of such testing. An employee shall have the right to grieve the results and may request additional testing by a licensed professional of their own choosing and at their own expense. When conflicting reports are received, the employer and the employee shall agree upon a third medical provider to provide a tie breaking opinion which shall be binding upon the parties and shall not be subject to the grievance procedure. The employer and the employee shall split the cost of the third provider.

Section 27.3 - License. Employees shall obtain and maintain in good standing all state and federal licenses required by the Park District for the performance of the employee's work duties. The Park District shall reimburse employees for the cost of obtaining and renewing of any such license(s), including required endorsements, except that the cost of renewal of a CDL license shall be reduced by the cost of the employees regular driver's license.

Section 27.4- Park District Discounts- Employees will continue to receive any employee discounts offered to both bargaining unit and non-bargaining unit employees.

Section 27.5- Printing of the Contract-The Park District shall upload a copy of the final version of the collective bargaining agreement to its website so that the agreement may be accessed by employees.

ARTICLE XXVIII -UNIFORM ALLOWANCE

Uniforms, where assigned, must be worn in a clean and orderly fashion. Department heads may establish for employees in their department a prescribed uniform. Uniforms and clothing issued by the District must be accounted for and will be taxed in accordance with IRS regulations. All Uniforms, clothing, and work shoes required by the Park District will be fully paid for by the Employer. Employees requiring new uniforms will make a request in writing to the immediate Supervisor. Uniforms will be furnished within 30 days of such request. Upon separation from the District, uniforms, clothing or work shoes provided by the District must be returned.

ARTICLE XXIX- SURVEILLANCE CAMERAS

The Waukegan Park District has installed surveillance cameras to assist the Park District in assuring the safety and security of its patrons, employees, property and equipment. Any information and/or video footage obtained from a surveillance camera or other safety and security device or system used by the Park District for any purpose including but not limited to discipline or an investigation of a bargaining unit employee shall be provided to an authorized union representative prior to any disciplinary action so that they may review the information obtained through the surveillance camera or other safety or security device or system. The Park District retains the right to install and/or use covert video surveillance equipment if the use of such equipment is pursuant to a criminal investigation without notice to the union.

ARTICLE XXX - SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, or by reason of existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, Section or portion thereof specified in the Board, Agency or Court decision or legislation; and upon issuance of such a decision or legislation, the Park District and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXXI - ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes and cancels all prior practices, policies, procedures and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. Each party waives the right to bargain further on any subject during the term of this agreement. The Union waives any right to impact or effects bargaining for the term of this Agreement, as well.

ARTICLE XXXII – TERMINATION

This Agreement shall be effective from **May 1, 2015** and shall remain in effect until 11:59 p.m. on **April 30, 2017**. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 120 days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

Executed this 13th day of September, 2016

FOR THE WAUKEGAN PARK DISTRICT

By: George Bridges
Dated: September 13, 2016

FOR SEIU, LOCAL 73:

By: Chao Medina
Dated: 10/5/16
By: Cam Dickinson
Dated: 10-6-16
By: [Signature]
Dated: 10-17-16
By: [Signature]
Dated: 10-17-16
By: Muhammad
Dated: 10/17/16

APPENDIX A-2016/2017-SALARY SCHEDULE

FY2016/17 Salary Schedule A

Full Time

2% Increase

(2080 Hours Annually)

(1820 Hours Annually)

GRADE	POSITION TITLE	RANGE		RANGE	
		MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
22	Executive Director	\$130,160	\$216,934		
20	Superintendent of Cultural Arts	\$89,944	\$149,903		
	Superintendent of Finance & Administration				
	Superintendent of Parks				
	Superintendent of Recreation				
17	Manager of Sports & Fitness	\$67,573	\$112,618		
16	Manager of Construction & Building Maintenance	\$60,063	\$100,113		
	Manager of Finance & Administration				
	Manager of Information Technology				
	Manager of Park Maintenance				
	Manager of Planning Services				
	Manager of Risk Management				
	Manager of General & Special Recreation				
15	Manager of Community Relations	\$50,906	\$84,834		
	Manager of the Field House				
14	Cultural Arts Supervisor	\$43,324	\$72,203	\$37,909	\$63,178
	Executive Assistant				
	Information Technology Specialist				
	Maintenance Supervisor-SportsPark & Athletic Fields				
	Park Planner				
	Recreation Supervisor				
13	Communications Specialist- Community Relations	\$37,181	\$61,972	\$32,535	\$54,230
	Cultural Arts Specialist				
	Foreman- Mechanic				
	Graphics & Media Specialist				
	Human Resource & Payroll Specialist				
	Recreation Specialist				
	Trades Worker				
12	Cash Receipts & Registration Software Coordinator	\$32,060	\$53,430	\$28,053	\$46,751
	Mechanic				
	Maintenance Worker III				
11	Account Assistant	\$27,753	\$46,255	\$24,284	\$40,473
	Department Support Aide				
	Payroll & Human Resources Assistant				
10	Maintenance Worker II	\$24,134	\$40,227		
9	Registration Clerk	\$21,172	\$35,283	\$18,526	\$30,872
8	Maintenance Worker	\$18,992	\$31,643		

FY2016/17 Salary Schedule B
Part Time/Seasonal/Temporary

GRADE	POSITION TITLE	* RANGE	
		MINIMUM	MAXIMUM
14	Recreation Supervisor	\$17.33	\$28.89
13	Cultural Arts Specialist	\$15.20	\$25.34
	Recreation Specialist		
12	Aquatics Facility Manager	\$13.34	\$22.23
	Aquatics Program Manager		
	Lead Teacher		
	Teacher		
11	Day Camp Site Coordinator	\$11.80	\$19.67
	Inclusion Coordinator		
	Communications Coordinator		
10	Clerk- Finance & Administration	\$10.49	\$17.49
	Day Camp Counselor		
	Recreation Instructor		
	Recreation Leader		
	Summer Youth Program Leader		
	Teacher's Aide		
	Youth Summer Arts Leader		
	Youth Theatrical Leader		
9	Aquatics- Lesson Instructor	\$8.25	\$15.26
	Aquatics- Head Lifeguard		
	Recreation Facility Attendant		
	Registration Clerk		
8	Aquatics- Cashier	\$8.25	\$15.26
	Aquatics Lifeguard		
	Athletic Official		
	Clerk- Recreation		
	Maintenance Worker		
	Recreation Driver		
7	Recreation Aide	\$8.25	\$15.26
	Scorekeeper		

* Range is per hour

APPENDIX B- HOURLY STAFF PERFORMANCE APPRAISAL FORM

WAUKEGAN PARK DISTRICT

Hourly Staff Performance Appraisal

NAME: _____ EMPLOYEE #: _____ DATE: _____

DEPARTMENT: _____ JOB TITLE: _____

Reason for Review: _____ Annual _____ End of Season _____ Mid-year _____
Merit _____ End of Probation Period _____ Other _____

Purpose of this Employee Evaluation:

To take a personal inventory, to pinpoint strengths and weaknesses and to outline and agree upon a practical development and improvement program to maximize performance. Periodically conducted, the Performance Appraisal will provide a history of performance and development.

Instructions:

Carefully appraise the employee's work performance in relation to the current job description. The evaluator should try to avoid the tendency to rate everyone as "average" on every trait rather than pointing out strengths or being critical when needed. Another common problem is the tendency to use the "Halo Effect" when conducting the performance appraisal. The "Halo Effect" would be to rate someone a "Superior" on each performance factor. Each person has strengths and weaknesses which should be discussed and annotated during the review. A supervisor should not wait until the end of the year to communicate performance issues or goals since there should be constructive conversations throughout the year. Comments should support the numeric rating of employee's performance appraisal. Have the performance appraisal prepared prior to meeting with the employee being reviewed. Employee feedback should be encouraged and documented. Indicate N/A if not applicable.

Definitions of Performance Levels:

Superior (4) - Performance and results achieved consistently exceed standards and expectations for the position requirements and objectives.

Commendable (3) - Performance and results achieved often exceed standards and expectations for the position requirements and objectives.

Competent (2) - Performance and results achieved generally exceed standards and expectations for the position requirements and objectives.

Fair (1) - Performance and results achieved meet the minimum requirements for the position requirements and objectives.

Unsatisfactory (0) - Performance and results achieved do not consistently meet standards and expectations for the position requirements and objectives.

Performance Factors and Ratings

1. Job Knowledge: Possesses the practical/technical knowledge required to perform job responsibilities. Understands and applies established policies, procedures and practices.

Comments: _____

2. Quality & Productivity: Efficiently utilizes time, meets deadlines, and responds to issues in a timely manner. Produces work to meet acceptable standards, including accuracy, neatness and completeness.

Comments: _____

3. Initiative & Motivation: Offers suggestions; anticipates needs; seeks additional tasks as time permits; contributes, develops, and/or carries out new ideas or methods; assumes additional duties when necessary.

Comments: _____

4. Decision-Making, Problem Solving and Judgment: Identifies problems and opportunities, gathers and organizes facts, and demonstrates proper judgment and decision making skills when necessary. Maintains confidential information.

Comments: _____

5. Independence: Performs duties with little or no supervision. Ability to manage and organize work flow and multiple responsibilities.

Comments: _____

6. Communication: Develops and maintains positive working relationships with internal and external customers. Effectively communicates through written, verbal or personal communication with co-workers, supervisors, subordinates, and customers in a manner which demonstrates professionalism and cooperation.

Comments: _____

7. Adaptability & Attitude: Able & willing to adjust to changes in tasks, personnel or surroundings without difficulty. Accepts supervision, has a positive attitude, gets along with co-workers and supervisor(s) while being a team player.

Comments: _____

8. Attendance & Reliability: Dependable and punctual attendance; on time for meetings, or appointments; can be relied upon regarding task completion and follow-up.

Comments: _____

9. Adherence to Policy & Safety Habits: Follows safety rules and regulations; Works in a safe manner using personal protection as required/needed. Follows rules of conduct, other regulations and adheres to district policies and procedures.

Comments: _____

10. Customer Service: Demonstrates the ability to interact with customers, external and internal, in a courteous and professional manner, is informative and uses a positive cooperative service approach to help people. Able to anticipate customer's needs.

Comments: _____

11. Professional development and self-improvement: Keeps abreast of current developments in field; attends and participates in internal and external classes, workshops, seminars, and training programs; maintains memberships and participates in professional organizations.

Comments: _____

Appearance: Maintains standard of dress, appearance and manner which are appropriate to position and assignment. Wears proper uniform- e.g. shirt, hat, name tag, footwear, etc. Maintains neat and orderly work area. *(for comment only).*

Comments: _____

Job Description: Review and discuss the job description with the employee. Discuss any changes and determine if amendments are to be made. If yes, follow the procedure. *(for comment only).*

Comments: _____

Summary of Performance Appraisal

Total Score

3.6-4.0 Superior

Average Score (Total Score divided by the
Number of questions- 11)

3.0-3.5 Commendable

2.0-2.9 Competent

1.0-1.9 Fair

0.0-0.9 Unsatisfactory

Accomplishments or new abilities demonstrated since the last review: _____

Area(s) that can be improved upon: _____

Additional comments by supervisor: _____

Employee comments: _____

Date discussed with employee: _____

Employee: I have read and reviewed this performance appraisal with my supervisor. I have had the opportunity to express my opinion and discuss my performance with my supervisor. My signature does not necessarily indicate agreement with this performance appraisal.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Superintendent Signature: _____ Date: _____

Admin/ss july 2014

MEMORANDUM OF UNDERSTANDING
Between
The Waukegan Park District
And
Service Employees International Union, Local 73
SERVICE AWARDS
EMPLOYEE OF THE YEAR AWARDS
COMMISSIONER AWARDS

This Memorandum of Understanding shall memorialize the agreement between the Waukegan Park District (the "District") SEIU, Local 73 (the "Union") regarding service awards and recognition awards for full-time Park District employees.

Whereas the parties are currently negotiating for an initial collective bargaining agreement;

Whereas the parties desire to incorporate a procedure for recognizing employees for years of dedicated service to the Park District and for exemplary service in any given year through annual "Employee of the Year" and "Commissioner" awards;

The parties hereby agree to the following procedure which shall continue through the term of this agreement ending on April 30, 2017:

- 1) Bargaining unit employees who have completed 5 years of service with the Park District shall receive a one- time lump sum service award in the amount of \$250.00 net;
- 2) Bargaining unit employees who have completed 10 years of service with the Park District shall receive a one-time lump sum service award in the amount of \$500.00 net;

- 3) Bargaining unit employees who have completed 15 years of service with the Park District shall receive a one- time lump sum service award in the amount of \$750.00 net;
- 4) Bargaining unit employees who have completed 20 years of service with the Park District shall receive a one- time lump sum service award in the amount of \$ 1,000.00 net;
- 5) Bargaining unit employees who have completed 25 years of service with the Park District shall receive a one-time lump sum service award in the amount of \$1,250.00 net;
- 6) Bargaining unit employees who have completed 30 years of service with the Park District shall receive a one-time lump sum service award in the amount of \$ 1,500.00 net;
- 7) Bargaining unit employees who have completed 35 years of service with the Park District shall receive a on- time lump sum service award in the amount of \$1,750.00 net;
- 8) Bargaining unit employees who have completed 40 years of service with the Park District shall receive a one- time lump sum service award in the amount of \$2,000.00 net;
- 9) Bargaining unit employees, like other Park District employees, shall be eligible for the “Employee of the Year” award, selected by Senior Staff on an annual basis. The “Employee of the Year” shall receive \$250.00 and an engraved memento, the value of which shall not exceed \$100.00;

10) Bargaining unit employees, like other Park District employees, shall be eligible for the “Commissioners” award, selected by the Board of Commissioners on an annual basis.

The recipient of the “Commissioners” award shall receive \$500.00 and a resolution.

Service awards, “Employee of Year” awards and “Commissioners” awards are not added to base pay.

The provisions of this Memorandum of understanding shall continue through April 30, 2017 after which this MOU will sunset.

FOR THE WAUKEGAN PARK DISTRICT

By: George Bridges
Dated: September 13, 2016

FOR SEIU, LOCAL 73:

By: [Signature]
Dated: 10/5/16

By: Carm Dickson
Dated: 10-6-16

By: [Signature]
Dated: 10-17-16

By: Nick Ponce
Dated: 10/17/16

By: [Signature]
Dated: 10-17-16