

ARTICLES OF AGREEMENT

BETWEEN

**THE PARK DISTRICT OF OAK PARK
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
(SEIU) LOCAL 73**

April 1, 2012 through March 31, 2016

AGREEMENT BETWEEN
THE PARK DISTRICT OF OAK PARK AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL
NO. 73

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ARTICLES OF AGREEMENT

THE PARK DISTRICT OF OAK PARK AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NO. 73

THIS AGREEMENT made and entered into this 18th day of November 2011, by and between the **PARK DISTRICT OF OAK PARK, Cook County, State of Illinois**, hereinafter called the "Employer;" and **LOCAL NO. 73, SERVICE EMPLOYEES INTERNATIONAL UNION**, hereinafter called the "Union."

ARTICLE I - RECOGNITION, SECURITY AND DUES

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

- A TBD
- B General Maintenance Worker
- C Building Specialist
- D Horticultural Technician; Park Technician, Conservatory Technician

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

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

SECTION 2. Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall as a condition of employment, maintain his or her membership in the Union. Any present or future employee who is not a Union member and who does not make application for membership shall as a condition of employment pay to the Union a fair share fee in an amount equal to that employee's per capita share of the costs of collective bargaining, contract administration and enforcement. Employees who fail to comply with these requirements shall be discharged by the Park District within thirty (30) days after receipt of written notice to the Park District from the Union.

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment; provided, however, that such employee shall, as a condition of his or her employment, in lieu of the payment of periodic dues and initiation fees to the Union, pay sums equal to such dues and initiation fees to any of the following non-religious charitable funds, which are exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code:

- a. American Cancer Society, Illinois Division
- b. American Heart Association, Inc.
- c. United Cerebral Palsy of Greater Chicago
- d. Mid-America Chapter, American Red Cross
- e. Oak Park-River Forest Community Chest
- f. Boy Scouts of America
- g- Girl Scouts of America
- h. West Suburban Special Recreation Association Charitable Foundation

SECTION 3. Upon receipt of proper written authorization from an employee, the Park District shall deduct each month Union dues in an amount certified by the Treasurer of the Union from the pay of all employees covered by this Agreement. Such monies shall be submitted to the Treasurer of the Union within fifteen (15) days after such deduction has been made. The Union shall indemnify the Park District and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Park District for the purpose of complying with the provisions of this section.

ARTICLE II – MANAGEMENT RIGHTS

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

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

ARTICLE III - DISCRIMINATION, DISCHARGE AND DISCIPLINE

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

SECTION 2. No non-probationary employee may be discharged, suspended, disciplined or otherwise penalized without just cause. In cases where the Park District believes that an employee's job performance has become unsatisfactory, such as when an employee is believed to be careless or excessively absent or tardy, the Park District will notify the Union in writing of such belief, and the Union and the Park District shall cooperate in investigating the matter and taking corrective measures, if warranted. If the Park District contemplates severe disciplinary action beyond a reprimand, then the Park District will notify the Union in writing of such belief, and the Union will promptly acknowledge in writing receipt of such notice. The Union need not acknowledge receipt of simple warnings or reprimands in which the Park District does not state that severe disciplinary action is contemplated. No warnings or reprimands shall be considered for purposes of disciplinary actions after twenty-four (24) months from the date of the warning or reprimand unless a pattern of sustain infractions exists for the same and/or similar offence in question.

It is not the intent of this section to preclude the Park District from taking immediate action when necessary,

SECTION 3. The right to employ and discharge for just cause shall be vested solely in the Park District. Nothing herein shall be construed as stipulating the number of employees to be employed by the Park District, providing, however, that the Park District shall not reduce the number of employees without prior written ten (10) days notice to the Union. When the Employer deems it necessary, an employee may be suspended from employment with the Employer when the employee is arrested for engaging in criminal activity. If the Employer determines, in good faith, that the employee's alleged criminal activity occurred in or on, or in any way involved, Employer's funds, property, vehicles or equipment, or private or other public property in the care and/or custody of the Employer, or in any way occurred during or involved the employee's duties and responsibilities in his position with the Employer, or involved official misconduct or a breach of the public trust, such suspension may at the Employer's discretion be without pay and benefits. Suspensions for alleged criminal activity outside the scope of the above situations shall be with full pay and benefits.

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

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

ARTICLE IV - SENIORITY

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

SECTION 2. When it becomes necessary to reduce the working force, the last person hired shall be laid off first; and if the working force thereafter be increased, employees shall be recalled in the reverse order in which they were laid off, subject to the employee's qualifications to perform the work for which they are being recalled. The Park District shall give not less than one (1) week's notice of recall in writing to the employee's last known address. A failure to report for work prior to expiration of such notice period shall result in the loss of all seniority rights under this Agreement. No notice of recall need be given in cases where the Park District and the Union agree to waive notice when it is apparent to them the particular employee will not return. In addition, those employees laid off as a result of a reduction in the work force will be given a one (1) month notice of termination. During that termination period, the Park District will allow the employee up to five (5) days off without loss of pay to search for alternate employment

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

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

SECTION 5. Probation shall be defined as a period of time starting with the employment date and running at least six (6) months unless the Park District notifies the employee and the Union, in writing, as to the intention of the Park District to extend the probationary period. Should a probationary employee receive a promotion or be transferred to another department, a new probationary period will commence.

A Department Head may discharge an employee during the probationary period provided the Department Head states the reason for discharge in a "Notice of Personnel or Payroll Change," it is approved by the Executive Director, and furnished to the probationary employee. Such discharge shall not be subject to the appeal procedure. "Cause" is not required for discharge of a probationary employee.

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

ARTICLE V – VACATIONS

SECTION 1. The District shall grant vacation with pay to regular full-time employees and to regular part-time employees with more than twenty-four (24) months of continuous service. Eligible employees shall accrue vacation hours on a bi-weekly basis. The amount of accrual of vacation hours bi-weekly shall be based on the employee's length of service, as defined in this policy:

- a. From the starting date through the completion of five (5) years continuous service, the employee earns vacation at the rate of two (2) weeks annually with pay (10 days).
- b. From the start of the sixth (6) year of service through the completion of the tenth (10) year of service, the employee earns vacation at the rate of three (3) weeks of vacation annually with pay (15 days),
- c. From the start of the eleventh (11) year of service and thereafter, the employee earns vacation at the rate of four (4) weeks vacation annually with pay (20 days).

Any increases in accrued vacation time due to length of service will occur during the month of the employee's anniversary date. Employees are to pick vacation periods by order of seniority when it is possible for the Park District to arrange same. Vacations shall be scheduled from January 1st to December 31st. Employees will be allowed to carry-over a maximum of five (5) unused vacation days per calendar year. Any excess days will be forfeited.

SECTION 2. An additional day's vacation shall be allowed an employee whose vacation period included one of the holidays listed in Article XV.

SECTION 3. Service shall be deemed continuous notwithstanding approved leaves of absence for sickness, maternity or other reasons absences agreed to by the Park District.

SECTION 4. For part-time employees, vacation benefits will be applicable as outlined in the Personnel Manual.

SECTION 5. Vacation checks shall be paid to the employee no later than the last scheduled day of work before the beginning of the employee's scheduled vacation, deposited in the employee's checking account on the next payday, or as may be desired by the employee, i.e., for mailing the check. The employee will supply the Park District with a deposit slip for such deposit.

SECTION 6. Any employee who has been in the service of the Park District for more than six (6) months who is discharged or laid off for any reason, shall be compensated for any accrued vacation. An employee who submits a resignation will be paid for accrued vacation, provided the employee notifies the District in writing at least two (2) calendar weeks prior to the date he or she intends to leave employment. The cost of Park District property (i.e., uniforms) will not be deducted from the employee's last check if returned.

SECTION 7. Vacation accrual shall be given to a regular employee so long as such employee is carried on the payroll of the Park District and is paid. No vacation accrual is to be credited to the temporary, extra or substitute employee. Vacation accrual for such temporary, extra or substitute employee begins only at such time as the regular employee is dropped from the payroll.

ARTICLE VI - SICK LEAVE

SECTION 1. All employees shall earn one sick day per month of service. Employees may accumulate a total of 240 days of sick leave.

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

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

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

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

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

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

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

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

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

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

ARTICLE VII – GRIEVANCE PROCEDURE

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

SECTION 2. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within three (3) working days, excluding Saturdays, Sundays and holidays, or when the event became known to the employee. A grievance shall be processed as follows:

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

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

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

STEP 4: In the event that the matter is not settled at these levels, the Park District and the Union agree that upon request of either party, the matter shall be referred to arbitration. The decision of the impartial arbitrator shall be final and binding on both parties. If the parties cannot agree upon an arbitrator, one will be selected from a list of five (5) arbitrators provided by the Federal Mediation and Conciliation Service. An arbitrator shall be selected from this list using the following procedure. Each party shall simultaneously provide to the other a list of those arbitrators they desire to hear the grievance. The arbitrator shall be any of those selected by both parties. If the parties fail to select an arbitrator in this fashion, then each party shall be entitled to strike two names from the list. The arbitrator shall be that arbitrator not stricken from the list whose name first appears on the list. The cost of the impartial arbitrator is to be borne equally by the Park District and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. The arbitrator shall submit in writing his/her decision to the Park District and to the Union within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof.

SECTION 3. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue submitted in writing by the Park District and the Union, and shall have no authority to make a decision on any other issue not so submitted.

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

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

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

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

If the rate of pay in the former position is less than the minimum rate established for the new position, the rate of pay shall be advanced to the minimum for the new position.

If the rate of pay in the former position is more than the maximum rate established for the new position, the pay shall be reduced to the maximum rate or an intermediate increment of the new range as determined by the Department Head.

If the rate of pay of the former position falls within the new range of pay and at an established increment in the range of the new position, the salary rate shall remain the same in the case of transfer, shall be increased one (1) increment in the case of promotion, and at the discretion of the Department head, shall remain the same or shall be adjusted to the lower increment in case of demotion.

If the rate of pay of a new or promoted employee is higher than the midpoint of that range, no increment is provided at the end of the probationary period.

ARTICLE IX – LEAVE OF ABSENCE

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

SECTION 1. Bereavement Leave/Death in Family: The Park District agrees to provide to employees leave without loss of pay as a result of death in the family. In case of death in the immediate family, three (3) paid days of absence may be approved by the Park District. Additional bereavement time may be approved by the District when necessary. The Park District shall not unreasonably deny additional time off for bereavement purposes. Bereavement leave and vacations pursuant to Article V and Article VI of this Agreement shall be credited as time worked in computing overtime.

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

In addition, a maximum leave of three (3) consecutive calendar days shall be granted in the case of death of a person who is a household member, but who is not defined as "immediate family."

SECTION 3. Maternity Leave: A leave of absence shall be granted for maternity upon request. Such request must be presented in writing to the employee's immediate supervisor, setting forth a date each leave is to begin as soon as that date can be determined by the employee and the employee's physician. Return to work shall be as soon as reasonable after delivery as permitted by a signed release by the employee's physician. In addition, the parties agree to comply with the Family Medical Leave Act.

SECTION 4. Jury Duty: Employees required to appear for, or serve on a jury shall receive all benefits and pay while so appearing and serving, provided that the employee shall be required to remit any jury remuneration to the District.

**ARTICLE X - POSITION DESCRIPTIONS AND
PERFORMANCE EVALUATION**

SECTION 1. Position Descriptions: Individual position descriptions shall be reduced to writing and delineate the duties currently assigned to an employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and when the position description is amended. When changes are anticipated the employee shall have an opportunity to offer input prior to amending the position classification.

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

SECTION 2. Salary at Time of Employment: The plan provides a salary range for each classification with a minimum, midpoint and maximum. The beginning or normal hiring rate shall usually be between the minimum and midpoint. Every new employee shall be paid the salary range minimum on employment except that the Park District may authorize employment at a higher rate if the labor supply is restricted or the person to be hired is unusually well qualified.

Eligibility for Advance in Pay: Employees may be advanced to higher pay levels as merited by progressive improvement in job skills and work performance.

Attaining Advancement: Employees must demonstrate that their advancement is merited on the basis of job performance. Advancements shall not be made because employees are eligible according to time-in requirements,

SECTION 3. Performance Evaluations. The purpose of a performance evaluation for an employee is to measure the employee's performance against the job specification and performance requirements of the position that the incumbent is filling. It answers the questions of how well an employee is doing in meeting the department's performance standards for this job. It satisfies a basic requirement for employees to know where they stand with the organization in regard to their performance. It delineates areas of strengths and weaknesses. Where performance is below standard, it suggests possible ways of making improvement.

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

When an employee reports to more than one supervisor for more than four consecutive weeks during the evaluation period, all supervisors of an employee shall have input into the Goal-Setting and Performance Review process.

When possible, the Performance Review is to be conducted with all immediate supervisors. The primary supervisor may conduct the Performance Review alone, with considerable input into the process from all other supervisors, if secondary supervisors are not available.

In special cases where the immediate supervisor does not have daily or consistent interaction with the employee (e.g. remote locations, extended absence, transfer) the department head can designate a supervisor to act as the immediate supervisor and have considerable input into the final Performance Review.

During the probationary period, the performance evaluation is used as the last phase of an individual's examination process. An overall rating of **Satisfactory** (3) must be received on the final probationary evaluation in order for the employee to achieve regular status.

Employees shall be evaluated by their immediate supervisors. The performance evaluation shall be reviewed by the next higher level supervisor. The immediate Supervisor shall discuss the performance evaluation with the employee. In the event the employee is transferred from one (1) supervisory work unit to another supervisory work unit, or in the event the employee's present supervisor is transferred, the losing supervisor shall, if possible, provide the gaining supervisor with an evaluation of the employee's work for the period the employee was under the losing supervisor. This evaluation shall be considered in preparing the annual performance evaluation. If in the event the immediate supervisor leaves the employment of the Park District prior to conducting performance evaluations, the next higher level Supervisor will evaluate all affected employees.

Employees shall have the opportunity to provide comments to be attached to the performance evaluation. The employee shall sign the evaluation and that signature shall only indicate that the employee has read the evaluation. A copy shall be provided the employee at this time.

If there are any changes or recommendations to be made in the evaluation as a result of the employee/supervisor discussion, a revised evaluation will be prepared and so noted. The employee shall sign the revised evaluation which again only indicates that the employee has read the evaluation. A copy of the revised evaluation shall be provided the employee at this time.

All written comments provided by employees within thirty (30) days of the evaluation shall be attached to the performance evaluation.

Performance evaluations are not subject to a grievance or arbitration under this Agreement nor shall they be used for disciplinary actions or layoffs. They will only be used to assist in the evaluation of an employee's performance.

The work performance of each employee is to be rated on all of the rating factors on the appropriate form. Each of these factors has been found to be of critical importance in determining successful job performance for employees. Individual rating factors and overall ratings of **Below Expectations (2)** must be substantiated in the Comments section, as well as suggestions or plans for improved performance in those areas. If some significant aspect of performance is above the level indicated by the factor rating, this may be pointed out by a statement in the Comments section to the employee.

DEFINITIONS OF RATINGS

An overall rating of **Satisfactory (3)**, **Proficient (4)** or in exceptional cases **Superior (S)** means that the employee's work performance is acceptable and will result, where pertinent, in receipt of salary increment, advancement, promotion, or regular status.

A factor rating of **Below Expectations (2)** or **Unsatisfactory (1)** means that this part of the employee's work performance is frequently below the level of a competent worker in the position and that effort should be made to improve. An overall rating of **Below Expectations (2)** or **Unsatisfactory (1)** means the employee's work performance is inadequate and may result in the reduction, loss or delay of the salary increment, demotion, dismissal, or rejection of probation.

SECTION 4, Performance Increases: Salary administration shall be based upon a performance-based system. Employees shall be granted an annual performance pay increase on their eligibility date and thereafter if the employee's performance has been satisfactory. Employees who do not receive an annual performance pay increase shall receive timely notice of below standard performance or conduct during the evaluation period. "Timely" shall be a reasonable amount of time, taking into consideration the specific alleged unsatisfactory performance. Such notice shall provide the employee with adequate opportunity to correct noted deficiencies prior to the end of the evaluation period. The Park District agrees to conduct informal quarterly evaluations of each employee and notify any employee of performance that have substantially declined by one or more evaluation points.

Performance ratings shall guide supervisors and department heads in determining whether or which level of advancement has been earned and should be granted to the employee.

Employees shall be eligible for performance increases at the first of the month following the intervals of:

- (a) Annual periods based on the Agreement renewal date until employees have reached

the top of their salary range. However, should an employee be promoted during the first year of service with the Park District, the employee shall not receive this increase, but shall be eligible for increases in part (b).

- (b) The first six (6) months after promotion and annual periods thereafter until employees have reached the top of their salary range.

SECTION 5. Withholding Advancements and Denying Performance Increases: The Park District may withhold level advancements if they are not merited. The Park District shall keep employees informed about their job performance, giving good work its proper recognition and any unsatisfactory work all possible guidance and assistance toward improvement as noted in Section 4,

The Park District shall give notification, in writing, of withholding of performance increases or advancements to all employees at least fifteen (15) days prior to the employee's eligibility date. When the performance increase or advancement is to be withheld, the reasons therefore shall be given in writing and will be subject to "just cause" standards. Any grievances for denial of annual performance pay increases will be processed under Article VI.

SECTION 6. Performance-Based Pay shall use the following criteria:

- (1) Classification specifications developed and promulgated by the Park District.
- (2) An individual position description, reduced to writing.
- (3) Written memorandum, including letters of instruction, when necessary.
- (4) Disciplinary action.

The above criteria, the performance standards and the annual performance evaluations are the factors upon which an employee's performance is judged and upon which annual performance pay decisions are determined.

ARTICLE XI – WAGES, HOURS, AND BENEFITS

SECTION 1. Wage rates for the duration of this Agreement and for the classifications covered by the terms of this Agreement shall be as set forth in Appendix "A" attached hereto. Salary ranges for all covered positions shall be updated on an annual basis and shall reflect the entry-level scale of employees currently working in the classification as set forth in Appendix 'A'.

SECTION 2. The Union recognizes that the Park District functions on a seven days a week basis and that its facilities must be maintained throughout the seven day period. However, the Park District recognizes and desires the employees to have a stable work schedule. The normal working schedule for full-time employees shall be five (5) consecutive calendar days of eight (8) consecutive hours per day or forty (40) hours per week, not including a **thirty minute** meal period between 00:01 on Monday through 24:00 on Sunday.

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

SECTION 3. Employees working in excess of the normal schedule of forty (40) hours per week shall be paid for the excess hours at one and one-half (1-1/2) times their normal hourly rate.

SECTION 4. The Employee shall receive a minimum of three (3) hours overtime for emergency call-back, except that employees called-back between the hours of 10:00 p.m. and 5:00 am shall receive a minimum of five (5) hours of overtime pay. It is understood between the parties that when employees are called in for an emergency, they may leave when that emergency has been handled regardless of the time involved, and are not required to remain at other assignments if the time required is less than the number of hours referred to in this section.

SECTION 5. If time is lost during the regular work week for unexcused absence or other time off without pay, then overtime pay shall not prevail until forty (40) hours is exceeded.

SECTION 6. For the term of this Agreement, the presently scheduled hours of individual employees shall not be reduced without the written consent of the Union, but employees presently working more than forty (40) hours may, at the election of the Park District, be reduced to forty (40) hours per week.

SECTION 7. If any employee is required to work beyond his or her regularly scheduled hours in any day, he or she shall not be required to take compensatory time off unless otherwise agreed to by the Park District and the employee, and he or she shall be paid for the extra time, except that overtime payment is not required unless the employee's total work hours in that workweek are more than forty (40) hours, or otherwise in excess of the regular weekly schedule of the employee.

SECTION 8. Overtime work shall be distributed equitable among employees qualified to perform needed overtime. The Park District shall not unreasonably demand work in excess of regularly scheduled hours of any employee, and the refusal of any employee to work more than twenty (20) hours of such excess time in any month should not constitute grounds for discharge of such employee, except in case of extreme emergency. A seniority roster showing seniority by classification will be posted for the purpose of calling back staff. When the number and type of staffing needed for a callback has been determined by the Executive Director, or his designee, the most senior per classification will be contacted first. If after contacting all employees by seniority in a classification, an insufficient number is available, the Executive Director, or his designee will re-contact the most junior employee and require overtime. This procedure will continue up through the seniority roster. The next time the Executive Director, or his designee needs to require overtime, the employee above, on the seniority list, from the last employee required to work overtime will be the one contacted. If the top of the seniority list has been reached, the process will start over from the bottom of the seniority list. It should be understood that situations do arise that require the callback of the entire staff. Employees who refuse required overtime are subject to discipline. The Park District may require hours as needed provided the Union representative is notified.

SECTION 9. Full-time employees shall receive full pay for any time lost while serving on jury duty. However, any payment received from the court or jury duty must be turned in to the Park District upon its receipt by the employee.

SECTION 10. Employees who so request it shall be granted two (2) hours off without pay to enable them to participate in Village, County, State and National elections.

SECTION 11. Employees shall be paid at their job location not less than every two (2) weeks or semi-monthly.

SECTION 12. Employees shall receive their final paycheck in full at the time of separation, if possible, but in any case, within five (5) days or at the next regular pay day.

SECTION 13. When the Park District finds itself without an authorized supervisor and elects to appoint a bargaining union employee as Acting Supervisor, such employee will be compensated at the entry level range of a supervisor during the length of the appointment.

SECTION 14. When an emergency occurs necessitating an overtime pay situation, bargaining unit employees will be given the opportunity to work prior to the assignment of a seasonal employee.

SECTION 15. When it becomes necessary to change an employee's work schedule, the

Park District will make every effort to give the employee reasonable notice prior to the change. If the notice is thirty-six (36) hours or more, the employee will leave work after a total of eight (8) hours and will not earn overtime pay. If the notice is given in less than thirty-six (36) hours, the employee will be allowed to work his normal scheduled shift.

SECTION 16. Employees who are assigned to perform the work of an absent bargaining unit employee in a higher paid job classification for one shift of more shall be paid an additional one and a half dollars (\$1.50) per hour for a position one level higher and three dollars (\$3.00) for a position two levels higher than the employee's normal position. Such assignments must be made in writing by the employee's immediate supervisor or designee. The assignments will be made at the Park District's sole discretion based on the requirements of the position of the absent employee and the qualifications of the employee to be assigned to the higher paid position. Employees will not be assigned to a higher position unless they have the experience or training necessary to complete the assignments of the position.

SECTION 17. All employees covered by this Agreement with the exception of the Horticultural Technician shall comprise an On Call Employee Pool. Covered employees will be compensated with a flat rate payment equivalent to three (3) hours of the employee's regular straight time wages for each week of scheduled on call duty. In exchange for this compensation the On Call Employee is required to respond to any Park District page within 15 minutes and ready to work within one hour of responding to the page. If the On Call Employee is not required to report to work, no further compensation is required. If the On Call Employee is required to report to work, the employee will be compensated as outlined in Article XI Section 4 for emergency call back. While on call, employees are required to refrain from consuming any substance that could negatively impact their ability to perform safety sensitive job duties the same as if they were on duty, remain in the local area and keep the on call pager on and in working condition. The On Call Employee will be rotated on a weekly basis. In 2008 the rotation schedule will be developed on a quarterly basis. In subsequent years a rotating schedule will be developed after the annual vacation scheduling meeting. The district may choose to not have an On Call Employee or may designate a non-union supervisor as the On Call Employee at its sole discretion.

ARTICLE XII – UNIFORMS AND PERSONAL EQUIPMENT

SECTION 1. The Park District shall supply uniforms when required. For new employees, there will be a waiting period of ninety (90) days.

SECTION 2. The Park District shall provide two T-shirts to employees per year;

SECTION 3. The Park District and the employee will share the cost 50/50 of any special personal equipment designated by the Park District and with the written approval of the Department Head that is required for the performance of unique tasks, i.e., ice-making at the outdoor rinks.

SECTION 4. The Park District shall provide one jacket for each employee per contract year to be worn at work during appropriate weather, providing that the employee's jacket from the previous year is returned to the Park District

SECTION 5. All employees covered by this Agreement shall wear safety shoes at all times while on duty. The Park District shall choose the type of shoe. The Park District will provide the shoes and will replace any that become damaged or worn out. The old pair must be turned in before a new pair will be issued. Employees will not wear the shoes while performing work for another Park District or for themselves. Employees may wear shoes while in route to and from their work site. The employee will be responsible for reasonable cost and maintenance of the shoes and will replace any damaged through abuse or misuse.

SECTION 6. All employees covered by this Agreement shall be covered by the Park District's cell phone policy and are eligible to participate in the alternative approach as outlined in Appendix D. The alternative approach addresses use of personal cell phones for Park District Business and provides for compensation for all employees that take advantage of the policy. Employees participating in the alternative approach are expected to keep the cell phone on, keep the cell phone charged and answer any business call while on duty. Failure to comply with the cell phone policy or repeated instances of not answering business calls while on duty is considered "just cause" for discipline.

ARTICLE XIII - HOSPITALIZATION

SECTION 1. The employee will receive the identical health insurance plan at the identical costs as Park District of Oak Park employees not covered by other labor contracts,

SECTION 2. To defray the cost of employee contributions, the Park District agrees to provide a Section 125 Plan.

ARTICLE XIV - LIFE INSURANCE COVERAGE

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

ARTICLE XV – HOLIDAYS

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

- a. New Year's Day
- b. Martin Luther King Day
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Thanksgiving Day
- g. Day After Thanksgiving
- h. One-Half (1/2) day on Christmas Eve
- i. Christmas Day

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

SECTION 2. In addition to the above named legal holidays, employees shall be paid for their birthdays. If an employee's birthday falls on one of the holidays observed in this Agreement, the employee shall be paid for both holidays. The employee's birthday holiday is a floating holiday and will be paid when taken.

SECTION 3. Employees shall also be paid for two and one-half (2-1/2) Personal Holidays to be taken within each contract year. Advance notice shall be given to the Park District to allow for proper scheduling when the time is taken.

SECTION 4. Regular employees shall be credited with the normal number of hours at straight time in their shift on each of such holidays, and such time shall be credited as time worked in computing overtime.

ARTICLE XVI – WORKING CONDITIONS

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

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

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

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

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

SECTION 6. The Park District and the Union share a concern for the health and personal safety of employees during the hours of their employment. Accordingly, a Joint Committee on safety is hereby established commencing with the first meeting scheduled one month following ratification of this Agreement by both parties. The Committee will consist of a member from each party under the direction of the Executive Director. The Committee will cooperate in the resolution of safety problems in the workplace.

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

1. vehicle
2. tool check-in
3. cleaning of tools
4. cleaning of vehicle cabs and vehicle beds
5. preparation for next day
6. wash-up

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

ARTICLE XVII - MISCELLANEOUS

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

The Parties agree that in regards to the Commercial Driver's License "CDL", the following applies:

1. All new members of the bargaining unit whose job descriptions include possession of a "CDL" must obtain the license as a condition of ending the introductory period.
2. All current members of the bargaining unit will receive assistance from the Park District of Oak Park in obtaining the "CDL" license.
3. Failure of current members to obtain a "CDL" license will not result in disciplinary action.
4. The Park District shall reimburse employees for the initial "CDL" license fee only.

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

1. A list of job titles that are subject to random testing on a quarterly basis will be made available for review to the union steward or business agent once a year upon request.
2. Immediately upon notice or as soon as practicable following a workplace accident, a bargaining unit member will be subject to drug and alcohol testing.

ARTICLE XVIII - PERSONNEL MANUAL AND RULE OF SHOP

SECTION 1. All available positions will be posted on the Union bulletin board.

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

ARTICLE XIX - UNION ACTIVITY

SECTION 1. The Park District will furnish for the Union one bulletin board at each of the agreed locations. The boards shall be used only for the following notices: recreational and social affairs of the union; union meetings; union elections; reports of union committees; rulings or policies of the International Union; Local 73 bylaws; and signed Agreements.

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

SECTION 2. The duly accredited representative of the Union shall have reasonable access to time cards or sign-in sheets for the current day applicable to employees covered by this Agreement. This is to be handled through the Business Operations Department.

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

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

ARTICLE XX - LIMITED WORKING CAPACITY

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

ARTICLE XXI - COOPERATION

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

ARTICLE XXII - CONTRACTING SERVICE

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

ARTICLE XXIII - STRIKES AND LOCKOUTS

The Union, its officers and agents and the employees covered by the terms of this Agreement, agree not to engage in any strike, slowdown, concerted stoppage of work or any other intentional interruption of the Park District's operations or honor any picket line at the Park District's site during the terms of this Agreement. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Park District. The Park District will not lockout any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE XXIV – TERMINATION AND LEGALITY CLAUSES

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

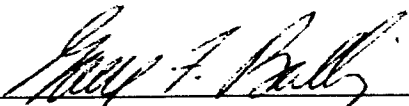
ARTICLE XXV - DURATION, REOPENING

This Agreement shall become effective and remain in full force and effect from April 1, 2012 through March 31, 2016.

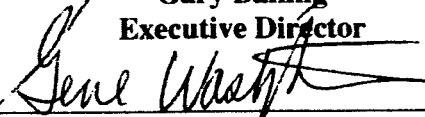
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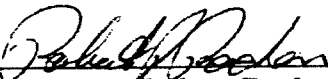
**THE PARK DISTRICT OF OAK PARK
OAK PARK, ILLINOIS**



**Gary Balling
Executive Director**



**Gene Washington
Union Representative**



**Robert Rochon
Union Steward**

**Service Employees International Union (SEIU)
AFL-CIO, Local 73
Chicago, Illinois**

APPENDIX A

**APRIL 1, 2012 to MARCH 31, 2016
SEIU CONTRACT**

EVALUATION PERIODS, RATINGS AND SCORES

1. Evaluation Periods

4/1/12 to 3/31/13

4/1/13 to 3/31/14

4/1/14 to 3/31/15

4/1/15 to 3/31/16

2. Chart of Ratings Correlating Scores

<u>Rating Scale</u>	<u>Rating Definition</u>
(S) SUPERIOR	Work that makes an extraordinary impact or contribution, usually a one-time occurrence that deserves special recognition
(4) PROFICIENT	Work that consistently exceeds expectations
(3) SATISFACTORY	Most work is satisfactory and sometimes more
(2) BELOW EXPECTATIONS	Work that is below expectations, but could be improved with a little more training or effort
(1) UNSATISFACTORY	Work that is so clearly unsatisfactory that the employee's job is in jeopardy

APPENDIX B

CHART OF PAY INCREASES

Evaluation Score Pay Increase

(S) Superior, (4) Proficient, or (3) Satisfactory

Performance based pay increase = CPI + 1.5%

(2) Below Expectations

Performance based pay increase = 50% of CPI + 1.5%

(1) Unsatisfactory

No increase = 0%

For purposes of Pay Increase and Salary Range calculations the MINIMUM CPI is set at 1.5% and the MAXIMUM CPI is set at 5%

Annual Salary Range Midpoint Increase equals CPI

Salary Ranges are presented in Appendix C. Salary Ranges for 2012 are fixed at the amount listed. Salary Ranges for 2013, 2014 and 2015 are presented at the minimum amount and will be higher than the amount listed if the CPI is higher than 2%.

Below midpoint adjustments: The Park District has a goal of having all employees to the midpoint of their salary range by the end of their fifth year of service. Employees below the midpoint will receive an adjustment of 15% of the difference between the midpoint of the salary range and their pay rate when hired or promoted for four years in addition to the scheduled raise based on performance rating as long as the rating is Satisfactory (3) or higher. The adjustment in the fifth year will be the remaining difference between current midpoint and salary plus current year raise. A rating of below expectations or unsatisfactory would result in no below midpoint adjustment and would extend the adjustment schedule by another year.

Performance Incentives: The incentive program rewards employees for strong performance by paying employees that receive the highest rating of Superior (S) with an extra two week paycheck and those with Proficient (4) rating with an extra one week paycheck. These amounts may be proportionally reduced because the budget is fixed before the employees receive their performance evaluations or eliminated if budget for performance incentives needs to be removed from the budget.

APPENDIX C

2012 Salary Range and Average Increase				
Proposed Avg. Grade	Increase 3.5% Starting	Mid-Pt	CPI 1.50% Ending	Employee Titles in Grade
A	\$29,980 \$14.41	\$37,475 \$18.02	\$44,970 \$21.62	TBD
B	\$31,971 \$15.37	\$39,964 \$19.21	\$47,957 \$23.06	General Maintenance Worker
C	\$33,555 \$16.13	\$41,943 \$20.17	\$50,332 \$24.20	Building Specialist
D	\$36,921 \$17.75	\$46,151 \$22.19	\$55,381 \$26.63	Horticultural Technician Park Technician, Conservatory Technician
2013 Salary Range and Average Increase				
Proposed Avg. Grade	Increase 3.5% Starting	Mid-Pt	CPI 2.00% Ending	Employee Titles in Grade
A	\$30,580 \$14.70	\$38,225 \$18.38	\$45,870 \$22.05	TBD
B	\$32,611 \$15.68	\$40,763 \$19.60	\$48,916 \$23.52	General Maintenance Worker
C	\$34,226 \$16.45	\$42,782 \$20.57	\$51,339 \$24.68	Building Specialist
D	\$37,659 \$18.11	\$47,074 \$22.63	\$56,488 \$27.16	Horticultural Technician Park Technician, Conservatory Technician
2014 Salary Range and Average Increase				
Proposed Avg. Grade	Increase 3.5% Starting	Mid-Pt	CPI 2.00% Ending	Employee Titles in Grade
A	\$31,192 \$15.00	\$38,989 \$18.74	\$46,787 \$22.49	TBD
B	\$33,263 \$15.99	\$41,579 \$19.99	\$49,894 \$23.99	General Maintenance Worker
C	\$34,910 \$16.78	\$43,638 \$20.98	\$52,366 \$25.18	Building Specialist
D	\$38,412 \$18.47	\$48,015 \$23.08	\$57,618 \$27.70	Horticultural Technician Park Technician, Conservatory Technician
2015 Salary Range and Average Increase				
Proposed Avg. Grade	Increase 3.5% Starting	Mid-Pt	CPI 2.00% Ending	Employee Titles in Grade
A	\$31,815 \$15.30	\$39,769 \$19.12	\$47,723 \$22.94	TBD
B	\$33,928 \$16.31	\$42,410 \$20.39	\$50,892 \$24.47	General Maintenance Worker
C	\$35,609 \$17.12	\$44,511 \$21.40	\$53,413 \$25.68	Building Specialist
D	\$39,180 \$18.84	\$48,975 \$23.55	\$58,771 \$28.26	Horticultural Technician Park Technician, Conservatory Technician

Appendix D
Park District of Oak Park - Cell Phone Policy

Effective December 2011

Safety First

An overarching concern of the Park District is the personal safety of employees and the public at large. Therefore, employees should use proper safety procedures at all times when using a cellular phone. Employees should exercise extreme caution and not use a cellular telephone while driving because of safety concerns. When using a hand-held cellular telephone in a vehicle, employees should pull over and stop before making or receiving a call. Employees are expected to fully comply with all laws related to cellular phone use.

Goal

It is the goal of the Park District to provide cellular telephones to Park District employees who need them to perform the essential functions of their jobs. It is further the desire of the Park District to make sure that cellular phones are used primarily for Park District business, that the cost to the Park District for cellular phone use is kept as low as possible, and that employees and supervisors are held accountable for proper cellular phone usage, with a minimum of paperwork and auditing.

Policy

The Park District may acquire cellular phones for employee use when the expense and use of the phones is justifiable in terms of improved service and responsiveness to park users, residents, other employees or any other internal or external customer. Department heads are responsible for that justification, both initially and on an ongoing basis. Cellular phones will be provided only when they are required for the employee to perform essential functions of his/her job. Simple convenience is not adequate justification. Park District ordinances and policies require that employees use their time, Park District equipment, tools, and supplies for Park District business. Incidental and infrequent personal use of telephones in general is permissible however the employee will be responsible for reimbursing the District for that use.

Employees who are issued cellular telephones by the Park District should keep costs as low as possible by using land lines when possible, only giving the phone number to those who need it in accordance with the goal statement above, and when traveling for business, making all business related telephone calls from their cellular telephone.

All equipment and information transmitted, received, or contained in the equipment, remains the property and assets of the Park District. All relevant Park District policies and procedures will apply to the use of cell phones, whether or not those policies and procedures are specifically referenced in this Cell Phone Policy. Employees shall be responsible for the proper care and maintenance of the cell phone equipment issued to them. **Employees are required to pay for the repair or replacement costs of damaged or lost equipment assigned to them if proper care is not maintained.** Employees must also return the equipment in good working condition when requested.

Compliance with this Policy is a term and condition of your right to use the equipment. Failure to abide by these rules is grounds for discipline, up to and including termination.

Personal Business

It is preferable that Park District-provided cellular phones not be used for personal business, but in the event an employee elects to make or receive a personal call on a Park District-provided cellular phone, such personal calls should be kept to a minimum, for short duration, and should be made on the employee's own time, such as during breaks or lunch, or before or after normal working hours. **Employees must review phone bills on a monthly basis and reimburse the Park District for personal cellular phone calls at \$0.06 / minute or the current per minute rate if total personal usage exceeds more than 90 minutes a month as indicated on the monthly statement, no matter how the calls are charged by the cellular phone service provider.** Department Heads or Managers may require or employees may elect to reimburse the Park District for all personal calls made on a Park District-provided cellular phone. The reason for the 90-minute threshold is to reduce the amount of paperwork and auditing required for reimbursements of less than \$5.00 per month. Employees who have excessive cellular usage for personal calls or excessive personal calls during work hours will be subject to corrective action up to, and including, termination.

Text Messages

The District does not have any text message services included with monthly access fees so all text messages cost \$0.10 to send and \$0.04 to receive. Employees are responsible for justifying the business nature of all text messages on a monthly basis and for the cost of all non business related text messages.

411 Charges

All calls to 411 from cell phones cost \$1.25. Therefore, employees should attempt to use less expensive alternatives before using the Verizon 411 service. Employees are responsible for justifying the business nature of all 411 calls on a monthly basis and for the cost of all non business related 411 calls.

Data Services

Employees are responsible for justifying the business nature of all data service usage on a monthly basis and for the cost of all non business related data service usage.

Definition

A personal call is one not related to the Park District's service to the public. Calls relating to work hours, work schedule, or in work circumstances which will result in unanticipated changes in an employee's personal schedule are not considered personal calls. In addition, emergency calls, calls to 911, calls to report safety concerns or communicate other matters of concern to the Park District are not considered personal calls. If there is a question if a call is a personal or business call, the Park District will decide at its sole discretion whether the communication falls within a legitimate business purpose.

Review

Supervisors of employees with Park District issued phones are responsible for ensuring that cellular phone use is consistent with this policy. They are to annually examine and report on the continued need for a cellular phone during the budget process, and they are to provide periodic cellular phone usage reports to the Superintendent of Business Operations, as requested.