AGENDA

1. Call to Order and Roll Call
2. Recognition of Visitors
3. Approval of Agenda
4. Approval of Minutes
   a. Regular Board Meeting of October 25, 2017
   b. Closed Session Meeting of October 25, 2017
5. New Business
   a. Consider Collective Bargaining Agreement with International Union of Operating Engineers Local 150, Public Employee Division
   b. Consider Emergency Repair of Sports Center Desiccant Wheel
   c. Consider Conflict Waiver Letter for Representation in Joint Capital Project
6. Action Items
   a. Approval of Collective Bargaining Agreement with International Union of Operating Engineers Local 150, Public Employee Division for the term of May 1, 2017 to April 30, 2021
   b. Approval of Emergency Repair of Sports Center Desiccant Wheel
   c. Approval of Conflict Waiver Letter for Representation in Joint Capital Project
7. Unfinished Business
8. Next Meeting
   a. Regular Board Meeting, December 6, 2017, 7pm, Joe Doud Administration Building, 545 Academy Drive
9. Adjourn
MEMORANDUM

To: Northbrook Park District Board of Commissioners
From: Ed Dalton, Director of Parks and Properties
Agenda Item: 5.a. Consider Collective Bargaining Agreement with International Union of Operating Engineers Local 150, Public Employee Division
Date: November 10, 2017

Staff Recommendation:
Staff recommends the approval of the Collective Bargaining Agreement (CBA) with International Union of Operating Engineers Local 150, Public Employee Division for the term of May 1, 2017 to April 30, 2021.

Background & Analysis:
Staff has been preparing for negotiations since earlier in the year, with formal negotiations beginning in late April when we started the discussions with the employee representatives and Local 150 attorney and business agent.

Management was seeking changes of four major areas in the expired CBA which included; random drug testing for safety sensitive positions, vacation accrual, insurance and wages.

Staff believes we were successful in acquiring the language we required in each area and a fair contract was reached. The CBA calls for wage increases as follows:

- Year 1 - 2.0% increase
- Year 2 - 2.25% increase
- Year 3 - 3.25% increase
- Year 4 - 3.5% increase

On Tuesday October 24th, our Bargaining Unit employees voted in favor of ratifying the new Collective Bargaining Agreement. The Union Health Care Fund has approved that the Park District will receive a credit for the excess amounts paid for single coverage from May 2017 until the effective date of this Agreement.

Motion:
The Committee-Of-The-Whole-Chair moves to approve the Collective Bargaining Agreement with International Union of Operating Engineers Local 150, Public Employee Division for the term of May 1, 2017 to April 30, 2021 to the Board for approval.

Pc: Molly Hamer, Executive Director
AGREEMENT

between

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 150, PUBLIC EMPLOYEES DIVISION

and

NORTHBROOK PARK DISTRICT

Effective, 2017 through April 30, 2021
**TABLE OF CONTENTS**

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I PURPOSE</td>
<td>1</td>
</tr>
<tr>
<td>II RECOGNITION</td>
<td>1-2</td>
</tr>
<tr>
<td>III NO DISCRIMINATION</td>
<td>2</td>
</tr>
<tr>
<td>IV UNION ACCESS RIGHTS</td>
<td>2-3</td>
</tr>
<tr>
<td>V MANAGEMENT RIGHTS</td>
<td>3-4</td>
</tr>
<tr>
<td>VI SENIORITY</td>
<td>4-5</td>
</tr>
<tr>
<td>VII FILLING OF VACANCIES</td>
<td>6-7</td>
</tr>
<tr>
<td>VIII DISCIPLINE AND DISCHARGE</td>
<td>7</td>
</tr>
<tr>
<td>IX GRIEVANCE PROCEDURES</td>
<td>8-10</td>
</tr>
<tr>
<td>X EMPLOYEE SECURITY</td>
<td>10-11</td>
</tr>
<tr>
<td>XI NO STRIKE AND NO LOCKOUT</td>
<td>11</td>
</tr>
<tr>
<td>XII EMPLOYEE FITNESS FOR DUTY</td>
<td>11-14</td>
</tr>
<tr>
<td>XIII UNIFORMS</td>
<td>14-15</td>
</tr>
<tr>
<td>XIV HOURS OF WORK AND OVERTIME</td>
<td>15-16</td>
</tr>
<tr>
<td>XV LEAVES OF ABSENCE</td>
<td>16-18</td>
</tr>
<tr>
<td>XVI VACATIONS</td>
<td>18-19</td>
</tr>
<tr>
<td>XVII HOLIDAYS</td>
<td>19-20</td>
</tr>
<tr>
<td>XVIII INSURANCE</td>
<td>20-21</td>
</tr>
<tr>
<td>XIV PENSIONS</td>
<td>22</td>
</tr>
<tr>
<td>XX WAGES</td>
<td>22-24</td>
</tr>
<tr>
<td>XXI MISCELLANEOUS</td>
<td>24</td>
</tr>
<tr>
<td>XXII CONTRACTING</td>
<td>25</td>
</tr>
<tr>
<td>XXIII LABOR-MANAGEMENT CONFERENCES</td>
<td>25</td>
</tr>
<tr>
<td>XXIV SUPERVISORY WORK</td>
<td>26</td>
</tr>
<tr>
<td>XXV DUES CHECKOFF</td>
<td>26-27</td>
</tr>
<tr>
<td>XXVI NO BARGAINING DURING TERM</td>
<td>27</td>
</tr>
<tr>
<td>XXVII SAVINGS CLAUSE</td>
<td>27</td>
</tr>
<tr>
<td>XXVIII TERMS OF AGREEMENT</td>
<td>27-28</td>
</tr>
</tbody>
</table>

**ADDENDA**

A. FULL-TIME EMPLOYEE ANNUAL WAGE SCHEDULE
B. PART-TIME & SEASONAL EMPLOYEE WAGE SCHEDULE
C. FAMILY MEDICAL LEAVE OF ABSENCE
D. DISCRIMINATORY HARASSMENT
E. CONTROLLED SUBSTANCE AND ALCOHOL TESTING POLICY/CDL (REVISED 4/03)
F. DRUG FREE WORKPLACE
G. DEFERRED COMPENSATION PLAN
H. RETIREMENT PLANS
I. SAFETY MANUAL
AGREEMENT

THIS AGREEMENT has been made and entered into as of May 1, 2014, by and between the
Northbrook Park District (hereinafter referred to as “Park District”) and the International Union
of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as
“Union”).

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto
agree as follows:

ARTICLE I
PURPOSE

Section 1.1. Purpose. The purpose of this Agreement is to establish a mutual process to
provide fair and equitable treatment to all employees so represented, to promote quality and
continuance of public service, to prevent interruptions of work, services, programs, and
interference with the operations of Park District, to specify wages, hours, benefits and conditions
of employment, and to provide for the prompt and equitable resolution of disputes. Furthermore,
both parties believe it is mutually beneficial to establish and maintain a sound collective
d Bargaining relationship as evidenced by a collective bargaining agreement.

ARTICLE II
RECOGNITION

Section 2.1. Recognition. Park District recognizes Union as the sole and exclusive bargaining
representative for the purpose of establishing wages, hours, working conditions and other
conditions of employment on which it may lawfully bargain collectively for employees within
the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

All full-time, regular part-time and seasonal Park District employees employed in the following
classifications:

1. Facility Maintenance Worker I, II and III;
2. Landscape Worker I, II and III;
3. Mechanic;
4. Custodian;
5. Head Custodian;
6. Facility Maintenance Laborer;
7. Equipment Operator;
8. Athletic Field Maintenance Crew Leader;
9. Cook;
10. Maintenance Worker I, II and III;
11. Food Service Worker I and II; and
12. Parks Foreman
13. Golf Crew Leader
Excluding all other employees working for Park District including:

1. all professional, confidential, managerial, supervisory and short-term employees;
2. all clerical;
3. all non-IMRF Food Service Worker I and II;
4. Interns; and
5. all other employees of Park District.

ARTICLE III
NO DISCRIMINATION

Section 3.1. Mutual Non-Discrimination. In accordance with applicable law, neither Park District nor Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, age, religion, marital status, union activities, non-union activities, political beliefs and/or activities.

ARTICLE IV
UNION ACCESS RIGHTS

Section 4.1. Union Access During Working Hours. Access to Park District facilities by Union representatives shall be restricted as set forth below. It is not Union's intention to disrupt the activities of Park District either in the areas accessible to the public or otherwise.

All bargaining unit employees and Union Stewards shall ask for and obtain permission from his/her supervisor before leaving his/her job in order to conduct Union business. The Steward will ask for and obtain permission from the Division Head of any bargaining unit employee with whom he/she wishes to carry on Union business prior to conducting business.

Park District Executive Director shall reasonably determine the time and place(s) for Union access to non-public areas. Union representatives shall not access any non-public area without advance permission of the Executive Director, and such permission will not be unreasonably withheld. Union representatives that desire to administer this Agreement during work hours shall request access to non-public areas from the Executive Director of Park District at least twenty-four (24) hours prior to requested access. Union representatives shall have access to the lobby area at 545 Academy Drive without advance notice or permission. There are no public areas at Golf Maintenance.

Union representatives shall be allowed emergency access to non-public areas only for the initial investigation of an employee injury requiring hospital treatment.

Section 4.2. Time Off for Union Activities. Employee Union representatives shall be allowed time off as specified in the Vacations, Article XVI, for legitimate Union business such as Union meetings, State or International conventions.

Section 4.3. Union Representatives. Park District agrees to recognize and deal solely with the International Union of Operating Engineers, Local 150, by and through its Business Representatives or other duly authorized representatives with respect to the administration of the terms and conditions of this Agreement, except as otherwise provided herein.
Furthermore, Union shall notify Park District, in writing, of the selection of its representatives within the bargaining unit (Stewards), which shall not exceed two (2) full-time and one (1) seasonal employee, as well as the one Steward who shall serve as the Chief Steward.

Section 4.4. Union Bulletin Boards. Park District will provide four bulletin boards for Union business notices. Bulletin boards will be located at the following places:

1. Administration and Maintenance Facility, 545 Academy Drive;
2. Sports Center Complex, 1730 Pfingsten Road;
3. Leisure Center, 3323 Walters Avenue; and

All posted material shall be subject to Park District approval, such approval not to be unreasonably withheld, prior to posting and Park District reserves the right to remove any posted material not approved with notice to Union. Union agrees to not attempt to post any materials which are inflammatory in nature and to not attempt to repost any material which has been removed by Park District.

ARTICLE V
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, Park District retains all traditional management rights through its Executive Director and its agents to manage and direct the affairs of Park District in all of its various aspects and to manage and direct the employees covered by this agreement. This provision shall include, but not be limited to the following:

A. to determine the mission of Park District and its various Divisions;
B. to determine the number and location of the facilities and offices as well as the staffing and equipment for such offices and facilities;
C. to determine whether and to what extent it will contract and/or subcontract for the provision of any services and upon what terms and conditions such contract will be entered into;
D. to plan, direct, control and determine all the operations and services of Park District and its various Divisions;
E. to supervise and direct the working forces;
F. to assign and transfer employees;
G. to establish the qualifications of employees;
H. to determine the number of employees;
I. to schedule and assign work;
J. to schedule and assign overtime;
K. to determine the methods, means of organization and number of personnel by which such operations and services shall be provided or purchased;
L. to make, alter and enforce various rules, regulations, safety rules, procedures and policies;
M. to discipline, suspend and discharge employees, with just cause, probationary employees without just cause;
N. to change, alter, modify, substitute or eliminate existing methods, equipment, uniforms or facilities;
O. to hire employees, to promote and demote employees;
P. to lay off employees when necessary;
Q. to establish dress and appearance standards;
R. to determine the duties, responsibilities and work assignments for any position or job classification;
S. to establish reasonable performance standards, conduct performance evaluations and determine compensation based upon performance evaluations;
T. to determine and establish, change, combine or abolish positions and job classifications pursuant to this Agreement; and
U. to assign employees covered by this agreement to attend and participate on employee committees.

Inherent managerial functions, prerogatives and policy-making rights which Park District has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedures contained herein. It is provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement. The Northbrook Park District Personnel Policy Manual as revised, May 2001, and all previous editions shall not be applicable to the employees covered by this Agreement. No benefits, policies or procedures contained in said manual shall be applicable to employees covered by this Agreement unless such policy, procedure or benefit is specifically contained or referred to within the express written provisions of this Agreement.

ARTICLE VI
SENIORITY

Section 6.1. Seniority Defined. A full-time and regular part-time employee's seniority shall be the period of the employee's most recent continuous regular employment with Park District. A seasonal employee's seniority shall be the period of the employee's regular employment with Park District (time in title).

Section 6.2. Breaks in Continuous Service. An employee's continuous service shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence and/or being absent for three (3) consecutive days without reporting in. However, if a full-time employee returns to work in any capacity within twelve (12) months, the break in continuous service shall be removed from his/her record. For seasonal employees only, breaks in service of less than six (6) months or more than six (6) months if not recalled by the Park District will not be considered a break in continuous service.

Section 6.3. Seniority List. Once a year, Park District shall post a seniority list for full-time employees for each Division showing the seniority of each employee. A copy of the seniority list shall be furnished to Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by Union or an employee.

Section 6.4. Probationary Employees. An employee is probationary for the first one hundred eighty (180) calendar days of employment. A probationary employee shall have no seniority
until he/she has completed his/her required probationary period. Upon such completion, he/she shall acquire seniority retroactively to the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee. Seasonal employees who have worked for Park District during the prior year shall not be considered probationary employees upon his/her return to Park District, unless he/she were employed for fewer than one hundred eighty (180) calendar days in the previous year, in which case he/she shall finish the remainder of his/her probationary period upon their return to Park District.

Section 6.5. Layoff and Recall—Full-time Employees.

This section shall apply only to employees who are classified as full-time.

Layoff is defined as a permanent reduction of force in any occupied bargaining unit position. Park District shall give Union at least thirty (30) calendar days notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

Recall is defined as the requested return of a laid-off employee to a previously held position. The names of laid-off employees shall be placed on a layoff list for 24 months. Employees shall be recalled in seniority order. After 24 months on layoff, an employee shall lose his/her seniority. While on layoff, employees are not entitled to and do not accrue any Park District pay or benefits, but if recalled within 24 months will maintain their seniority.

Employees who are eligible for a recall shall be given ten (10) calendar days’ notice of recall. Notice of recall shall be sent to the employee by certified or register mail with a copy to Union. The employee must notify the Division Head or his/her designee of his/her intention to return to work within five (5) days after receiving notice of recall. 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 is the obligation and responsibility of the employee to provide the Human Resources Department with the latest mailing address. If an employee fails to timely respond to a recall notice, his/her name shall be removed from the recall list.

Section 6.6. Layoff and Recall—Seasonal Employees.

This section shall apply only to employees who are classified as seasonal.

Park District may lay off seasonal employees at its discretion. Recall of seasonal employees generally will be based on seniority, but Park District may recall out of seniority based on the work that needs to be done, skill and ability, availability and language proficiency. If Park District seeks to recall out of seniority, it will notify the Union and, upon request, meet and confer with the Union for the purpose of reaching an agreement on the employee to be recalled and during such time neither party shall unreasonably withhold agreement.

Seasonal employees are responsible for contacting Park District by no later than February 25 of each year to find out about work availability for the upcoming season. Failure to contact Park District by February 25 could result in loss of employment opportunity.
ARTICLE VII
FILLING OF VACANCIES

Section 7.1. Position Vacancy. Park District, in its sole discretion, shall determine when a position vacancy occurs in the bargaining unit.

Section 7.2. Posting. When Park District declares a position vacancy within the bargaining unit, a notice of such vacancy shall be posted on at least the four bargaining unit bulletin boards for seven (7) calendar days. During this period, employees who wish to apply for such vacancy, including employees on layoff and seasonal employees who may not be currently working, may do so. Park District may concurrently with inside posting, advertise the position to the general public. It shall not be Park District’s responsibility to inform employees of job openings other than the posting required by this Section 7.2.

Section 7.3. Selection. Park District shall attempt to fill the position vacancy within a reasonable period of time by hiring from a list of qualified outside candidates or by promoting or transferring the most qualified employee who applies for the vacancy, at the sole discretion of Park District. Employees who transfer between departments shall receive the wage rate for the new position.

When candidates are relatively equally qualified for a position vacancy, Park District will make its selection of an individual to fill the position vacancy based upon the following order for selection:

(a) most senior employee in the same pay rate in the unit;
(b) most senior employee from succeedingly lower pay rates in the unit;
(c) currently employed seasonal worker;
(d) previously employed seasonal worker;
(e) outside candidates.

Park District will reasonably determine if and when candidates are equally qualified.

Section 7.4. Health Testing. All newly hired full-time IMRF employees shall pass a physical examination and ten (10) panel drug screen as a condition of employment. All Commercial Driver’s License (CDL) holders shall also undergo testing for controlled substances prior to performing safety-sensitive functions for Park District in accordance with U.S. Department of Transportation (DOT) regulations and the Northbrook Park District Controlled Substance and Alcohol Testing Policy (and as may hereafter be amended), Addendum E. Part-time employees or employees being transferred to another position may also be required to pass a physical examination and ten (10) panel drug screen. The health testing requirement for part-time or transferred employees shall be governed by the nature of the duties for which the employee is being considered. With Park District’s approval, the employee may satisfy the requirement by having a physician’s report submitted to Park District, if an examination has been completed within six months prior to beginning employment. Otherwise, where a physical examination is
required, the employee shall be examined by a physician/clinic of Park District’s choice at Park District’s expense. The medical report resulting from the physical examination shall be deemed acceptable if it indicates a level of health and physical capabilities which is acceptable in relation to the duties required for the position. Such examinations shall take place prior to employment. All job offers and positions are considered conditional until the employee has taken a physical examination and been certified physically capable of performing the requirements of the job and passed any other testing required for the position.

ARTICLE VIII
DISCIPLINE AND DISCHARGE

Section 8.1. General. The parties recognize and agree that Park District has an obligation to its residents and business community to provide safe, adequate and qualified public services. Employees are subject to the Employee Conduct provisions of Section 7 of the Park District’s Employee Handbook, as those provisions may be changed from time to time in the Park District’s discretion. The Park District must notify the Union at least 14 days before it changes any of the Employee Conduct provisions of Chapter 7 of the Employee Handbook. Where there is a conflict between Chapter 7 of the Employee Handbook and this Agreement, the latter will prevail. Park District may discipline employees for off-duty conduct only where such conduct adversely affects the employee’s performance of his/her work duties or ability to safely function with others in the Department.

Section 8.2. Notices. A copy of all discipline notices shall be provided to the employee and Union.

Section 8.3. Standards and Levels of Discipline. Employees covered hereunder shall be disciplined for just cause. As a general rule, Park District agrees with the tenets of progressive discipline and shall have the right to invoke any of the following disciplinary measures:

Oral Warning
Written Reprimand
Suspension With or Without Pay
Discharge

However, Park District shall retain the right to invoke discipline which is appropriate under the circumstances surrounding the individual incident giving rise to disciplinary action. It is acknowledged that certain circumstances may warrant issuance of discipline outside the customary steps of progressive corrective discipline. Prior to the actual imposition of a written reprimand, suspension without pay or discharge, Park District shall give the affected employee an opportunity to discuss the circumstances underlying the disciplinary action, which shall take place as soon as practicable. Upon request, the employee shall be allowed to have a representative present during the discussion.

Section 8.4. Past Discipline.
In administering discipline, Park District will not consider past discipline that is more than 3 years old if there has been no recurrence of the type or kind of conduct giving rise to the past discipline.

**ARTICLE IX**

**GRIEVANCE PROCEDURES**

Section 9.1. **Grievance Defined.** A grievance is defined as any meritorious dispute between Park District and Union or any employee regarding the application, meaning or interpretation of the express provisions of this Agreement.

Section 9.2. **Processing of Grievance.** Either party to this Agreement may file a grievance. Grievances shall be processed by Park District or Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The grievant or one grievant representing a group of grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the Grievance Procedure.

The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group. Furthermore, the parties may mutually agree to extend time limitations regarding processing of grievances.

Section 9.3. **Employees Excluded from Grievance Procedures.** Probationary employees are expressly excluded from the terms of this Article and neither a probationary employee nor the Union on his/her behalf shall be entitled to utilize the Grievance Procedure during his/her probationary term.

Section 9.4. **Grievance Steps.** The parties may forego Step One or Step Two below by mutual agreement.

**Step One – Supervisor.** The grievant shall first attempt to resolve a grievance by taking it up orally with his/her Supervisor. If the grievance is not resolved after it is presented orally, the grievant shall reduce the grievance to writing and present it to his/her supervisor within ten (10) calendar days of its occurrence or when the grievant knew or should have known of its occurrence, but in no case shall a grievance be presented later than ninety (90) calendar days after its occurrence. The written grievance shall be submitted in writing and shall contain a complete statement of facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief being requested. The supervisor must then attempt to adjust the matter and respond in writing within ten (10) calendar days after he/she receives it from the grievant. Grievances settled or resolved at this step shall have no precedential value.

**Step Two – Division Head.** If the grievance remains unsettled, the grievant may submit the grievance to the Division Head within ten (10) calendar days following the supervisor's written response in Step One. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the Grievance Procedure. The Division Head shall investigate the grievance and shall provide a written answer to the grievant, or to Union if a Union grievance, within
ten (10) calendar days following receipt of the grievance. Any resolution at this step shall not be of precedential value in resolving future grievances.

**Step Three – Executive Director.** If not adjusted in Step Two, the grievant may submit the grievance to the Executive Director within ten (10) calendar days following the receipt of the answer in Step Two. The Executive Director shall schedule a meeting with the grievant, his/her Supervisor and Division Head within ten (10) calendar days after receipt of the grievance from the grievant or Union, if a Union grievance. The Executive Director shall respond to the grievance within ten (10) calendar days after the meeting.

**Step Four – Arbitration.** If the grievance is not settled in Step Three, the matter may only be referred by Union for arbitration by written notice made by Union to Park District within ten (10) calendar days of the Executive Director’s response in Step Three. Park District may submit its grievance to an arbitrator anytime after a meeting occurs between the Executive Director and a Union Business Representative concerning an unresolved issue raised by Park District. Arbitration shall proceed in the following manner:

1. The parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. 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 alternately strike a name from the list until there is only one name. The party requesting arbitration shall strike the first name for the first arbitration only. Thereafter, the parties shall take turns striking the first name. The person remaining shall be the arbitrator. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, within thirty (30) calendar days.

2. The arbitrator shall submit his/her 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.

3. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between Park District and Union, provided however, that each party shall be responsible for compensating its own representatives and witnesses.

4. The arbitrator shall have no right to amend, nullify, ignore, add to, take from or modify any of the provisions of this Agreement. The arbitrator shall consider and decide questions of fact as to whether there has been a violation, misinterpretation or misapplication of the provisions of this Agreement. The arbitrator shall have no authority to make a decision on any issue not raised in the grievance as submitted to the Employer at Step Two of the grievance procedure. The parties shall have the right to request the arbitrator to issue subpoenas compelling the attendance of witnesses and the production of documents. 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 Park District which are, by law, applicable court decisions, or pursuant to this Agreement, granted to Park District.

5. Any decision and award of the arbitrator rendered within the limitations of this Section shall be final and binding on Union, Park District, the grievant(s), and employees covered by this agreement.

Section 9.5. Time Limit for Filing. If a grievance is not presented by the employee within the time limits set forth above, it shall be considered “waived” and may not be further pursued by the employee or Union. If the 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 Park District’s last response. If Park District does not respond to a grievance or an appeal hereof within the specified time limits, the aggrieved employee and/or Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step by following the procedures as stated in Section 9.4. Any time period provided under the Steps of the grievance procedure may be extended by mutual agreement.

Section 9.6. Grievance Forms. The written grievance as required under this Article shall be on a form which shall be provided by Union. The grievant shall state on the form the section(s) of this Agreement that have been allegedly violated, if applicable, the date of the alleged violation(s), the complete facts surrounding the alleged violation as understood by the grievant and the relief being sought. The form shall be signed and dated by the grievant and/or Union.

ARTICLE X
EMPLOYEE SECURITY

Section 10.1. Personnel Records. The personnel record is available during regular business hours for an employee and/or his/her designee to review. However, the record shall not be removed from the Human Resources Department. Each employee is encouraged to contribute documents to his/her record that relates to his/her performance and accomplishments.

Section 10.2. Right of Inspection and Copies. Employees will be granted the right to inspect his/her personnel records, except that Park District may withhold from review those documents that qualify as “exceptions” under Section 40/10 of the Illinois Personnel Record Review Act (820 ILCS 40/10) as amended. The following procedures must be followed in order for Park District to grant the employee such requests:

A. Any employee who wishes to inspect his/her personnel record must submit, in writing, his/her request to the Human Resources Manager. The request must designate which document(s) of the record the employee wishes to inspect.

B. The inspection shall be granted to the employee within 5 working days from the receipt of the request.
C. The employee may obtain a copy of his/her record upon his/her request submitted in writing to the Human Resources Manager and a copy will be provided within 5 working days.

D. In cases of abusive or unreasonable copy requests, Park District reserves the right to charge the employee for such copies and such charge must be paid prior to the receipt of the requested copies.

**Section 10.3. Employee Representative.** An employee may designate in writing a representative to inspect his/her personnel records.

**Section 10.4. Accuracy.** If an employee disagrees with the information contained in the personnel record, it will be removed by mutual agreement, or the employee may submit a written statement explaining their position, to be attached to the disputed portion of the record. This statement will be included whenever the disputed portion of the record is released to a third party.

**ARTICLE XI**

**NO STRIKE AND NO LOCKOUT**

**Section 11.1. No Strike.** During the life of this Agreement it is agreed that neither Union nor any of its officers, agents, designees or employees of Union or Park District will instigate, promote, sponsor, engage in or condone any strike, including sympathy strikes, slowdown, concerted stoppage of work, concerted refusal to work overtime, picketing, or any other intentional interruption or disruption of the operations of Park District, regardless of the reasons for doing so. This article shall not restrict employee rights to conduct informational pickets.

**Section 11.2. Penalty.** Any employee engaging in activity prohibited by Section 11.1, or who instigates or gives leadership to such activity, shall be subject to discipline up to and including termination from employment. Park District retains all rights set forth in Section 17(B) of the Illinois Public Labor Relations Act. In addition to penalties provided herein, Park District may enforce any other legal rights and remedies available to it.

**Section 11.3. No Lockout.** During the term of this Agreement, Park District will not instigate a lockout over a dispute with Union.

**Section 11.4. Union Official Responsibility.** In the event of a violation of Section 11.1 of this Article, Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

**Section 11.5. Judicial Restraint.** Nothing contained herein shall preclude Park District or Union from obtaining judicial restraint and damages in the event Union or Park District, or either party's members, agents, or employees violate this Article. There shall be no obligation to exhaust any other remedies before instituting court action seeking judicial restraint and/or damages.
ARTICLE XII
EMPLOYEE FITNESS FOR DUTY

Section 12.1. Employee Fitness for Duty. Park District has a strong commitment to providing a safe and healthy environment for its employees and patrons. Consistent with the spirit and intent of this commitment, the parties have established this mutual procedure regarding employee fitness for duty.

An employee must be fit to perform his/her job duties. Any employee deemed unfit or unsafe to perform his/her duties based on a reasonable suspicion of drug use and/or alcohol intoxication will be subject to appropriate testing. The Park District may also conduct random drug or alcohol testing pursuant to the provisions in the Park District’s Employee Handbook.

For purposes of this procedure, “drug” means any illegal or unprescribed controlled substance or abuse of a prescribed or over-the-counter medication and any alcoholic beverage.

A. Duty of Employee to Report His/Her Use of Drugs. An employee is obligated to notify his/her immediate supervisor when reporting for duty, if his/her use of any substance, even if medically required, may adversely affect his/her ability to satisfactorily perform his/her normal job (e.g., drowsiness, dizziness, blurred vision).

B. Duty of Supervisor to Require Fitness-For-Duty Testing. A trained supervisor shall refer an employee for fitness-for-duty testing at a designated facility at any time when it appears to him/her that there is a reasonable suspicion that the employee is unable to safely and properly initiate or continue his/her normal work duties for any reason, including possible adverse influence of any drug usage by the employee. The employee will be transported to the testing facility by Park District staff. Testing for drug use at a designated facility will occur when:

1. Drug use or possession by the employee has been observed,
2. Physical symptoms which suggest drug use by the employee have been observed or detected,
3. The employee has exhibited abnormal conduct or erratic behavior,
4. Information has been provided by reliable and credible sources and independently corroborated, that an employee is under the influence of drugs,
5. There is evidence that the employee has tampered with a previous drug test, or
6. The employee a) holds a job position which involves responsibility for operating or assisting in the operation of machinery, equipment or vehicles or for protecting the health, safety and security of patrons, and b) has been involved in an unexplained, serious accident or unsafe practice which resulted in injury to an employee or other person or substantial damage to property.
C. **Duty of Employee to Submit to Fitness-For-Duty Testing.** An employee is obligated to report for fitness-for-duty testing which will include testing for drug levels in the body at any time when referred by his/her supervisor. Pending the results of the testing, the employee will be suspended without pay. If the test result is negative the employee will be paid for the time away from work at his/her regular hourly rate if he/she, when notified, reports to work within the limits specified. The employee’s supervisor will inform the employee when he/she can return to work. The employee must be available for contact by his/her supervisor and must report to work within two (2) hours of notice.

D. **Tests and Results.**

1. Records of negative test results shall be destroyed or provided to the employee and/or disclosed according to his/her direction.

2. If any employee refuses to submit to the testing or examination or refuses to sign a release of information to Park District, the employee shall be informed by his/her supervisor that such refusal will subject the employee to discipline up to and including discharge. If the employee continues to refuse or otherwise fails to submit to testing, the matter shall be referred for appropriate disciplinary action, regardless of whether disciplinary action is also sought for other drug-related violations of this policy.

3. An employee shall be presumed to be under the influence of alcohol and intoxicated if the blood test results are at or above the legal limit as defined by the Illinois Vehicle Code. A lower reading shall not exclude a determination of intoxication, but may be considered along with other evidence on the person’s appearance and behavior on the issue of intoxication. The refusal or failure to submit to a test shall be considered with evidence on the person’s appearance and behavior on the issue of alcohol or other drug intoxication also.

4. An employee will be presumed to have tested positive for drug intoxication if the test indicates drug levels at/or in excess of the Health and Human Services Standards and/or NIDA approved standards. The initial test for drugs will utilize the Enzyme Multiplied Immunoassay Test method (E.M.I.T.) or other test of equal or greater reliability. All positive test results will be confirmed by the gas chromatography/mass spectrometry method.

5. Testing positive for drugs or alcohol as defined above is a violation of this policy.

6. Upon the request of the employee, full information concerning the test or tests will be made available to the employee or his/her representative. Any alternative tests on the same sample conducted by the employee, at the employee’s own expense, will be admitted into evidence on the issue of drug
use, provided that the tester is available for cross examination at any
disciplinary hearing and that the testing is performed at a NIDA certified lab.

7. If an employee has been found through the testing process to have been
intoxicated by alcohol or drugs and if the employee is permitted to return to
duty, the employee must submit to fitness-for-duty testing immediately prior
to returning to work.

E. **Member Assistance Program.** Union provides a Member Assistance Program which
includes benefits for treatment for mental and nervous disorders or substance abuse.
Employees may request assistance under this program or may be required to
participate as a condition of continued employment. Availability of or participation in
the program does not insulate the employee from discipline or termination for
violation of this policy or excuse the employee from maintaining established
performance standards. However, self-identification, prior to receiving direction to
submit for Fitness for Duty Testing, and participation in the MAP will not subject an
employee to disciplinary action. During the period of time that an employee
participates in a treatment program, his/her job will be held for him/her whenever
possible. Time off from work will be handled in accordance with the appropriate
articles of this Agreement. Payment of costs incurred in any treatment program will
be handled in accordance with Union’s Member Assistance Program.

F. **Challenging Test Results.** An employee who tests positive for drug usage will be
afforded an opportunity to challenge the results of the drug test.

**ARTICLE XIII**

**UNIFORMS**

Section 13.1. **Uniform Rental.** Park District shall provide an allotment of work uniforms
including cleaning service for each full-time employee. Part-time employees will be granted an
allotment of T-shirts and a hat. Part-time employees will be responsible for cleaning of his/her
own uniforms. Park District may provide seasonal employees with uniforms and cleaning service
at its discretion.

Employees shall wear the uniform at all times except when circumstances dictate different attire
which has been pre-approved by the employee’s supervisor. Employees are prohibited from
wearing clothing or other articles bearing non-Park District insignia where Park District provides
clothing for similar purpose. Nothing herein shall prohibit employee from wearing his/her Union
dues pin.

Section 13.2. **Protective Clothing.** The Division Head or his/her designee shall determine
which items of protective clothing and safety gear are necessary in relation to the normal
assignments of individual personnel and will supply such items. The employee will be
responsible for replacement of clothing or safety gear assigned to him/her that is lost or damaged
due to negligence.
Section 13.3. Safety Shoes. All bargaining unit employees except Cook, Golf Course Custodian and Food Service Worker I and II will be required to wear boots with a steel or non-metallic protective toe. These boots must have a hard sole, be at least six (6) inches high and meet OSHA and ANSI standards. These boots must be worn each day at the job site in order for any maintenance personnel to be eligible for work. Park District will provide reimbursement up to $150 for the purchase of an approved boot to full-time employees. Part-time employees will receive up to a $125 reimbursement for the purchase of an approved boot between May 1 and May 31 each year. A full-time employee leaving before the end of his/her probationary period or a part-time employee leaving before completing thirty (30) days of successful employment will be required to reimburse Park District for his/her boot subsidy.

Section 13.4. Uniforms/Protective Clothing Ownership. All uniforms and protective clothing remain the property of Park District and shall be turned in to the employee's supervisor upon termination of employment. Uniforms and protective clothing shall be worn during work hours and should not be worn at any other time except when traveling to and from work.

ARTICLE XIV
HOURS OF WORK AND OVERTIME

Section 14.1. Application. Nothing in this Article shall be construed as a guarantee of hours of work per day or per week.

Section 14.2. Workday and Workweek.

A. The workday will be 8 consecutive hours for full-time employees and the normal workweek is 40 hours. Part-time and seasonal employees will work as scheduled by his/her supervisor. Starting times for all employees will vary between 4:00 a.m. and 11:00 p.m. as Park District determines is reasonably necessary to meet the work demands as dictated by the season, weather conditions and workload. The Park District will provide two days' notice of a schedule change except in emergency circumstances. A part-time or seasonal employee may have his/her hours shortened due to inclement weather if work is not available. If a part-time or seasonal employee, when directed by his/her supervisor, reports for duty and inclement weather prevents any work from being done, a minimum of two (2) hours will be paid to the employee at the appropriate rate.

B. The regular workweek for full-time employees who were hired before May 1, 2011 will be 5 consecutive days, Monday-Friday, except for those pre-May 1, 2011 full time employees who were on an alternative work schedule on the effective date of this Agreement and custodians, who, regardless of date of hire, may be scheduled to work an alternative work schedule. Pre-May 1, 2011 full-time employees may volunteer to work an alternative work schedule.

Full time employees who were hired after on or after May 1, 2011 may be scheduled to work an alternative work schedule as determined by the Park District.
For the purpose of this section, “alternative work schedule” means any schedule consisting of 5 consecutive days other than a Monday-Friday schedule.

C. Golf course employees shall continue the current break practice which consists of a 1-hour break, half of which is paid and the other half of which is unpaid. All other employees shall receive a 30-minute paid break near the mid-point of the day which shall be taken at the location of work.

Section 14.3. Overtime Compensation. The compensation paid employees for overtime work shall be as follows:

A. Employees shall be paid overtime in accordance with applicable law as amended. Every employee who works more than forty (40) hours in a week shall be entitled to overtime compensation at the appropriate rate of pay.

B. Paid vacations and paid holidays shall be counted as “time worked” for purposes of computing overtime compensation.

C. There shall be no pyramiding of overtime and/or premium pay, and compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 14.4. Overtime Distribution. The parties recognize that they have an obligation to the community to provide services and that this obligation will require the working of overtime. To meet that objective, overtime shall be mandatory, at the discretion of the supervisor. Park District agrees to distribute overtime as equally as reasonably possible at its sole discretion.

Section 14.5. Callback. A “callback” is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Callbacks shall be compensated at the overtime rate of pay, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such rate of pay.

Section 14.6. Cell Phone Duty. An employee required to carry a cell phone outside of working hours shall be compensated at the rate of an additional two (2) hours of straight time pay per week for carrying said cell phone. As a requirement to receive the additional compensation, employee shall return all calls within twenty (20) minutes and respond to the location of the problem within one hour if requested to do so. Employees who fail to respond to cell phone calls within the above time limits forfeit his/her cell phone duty pay for the appropriate week and are subject to disciplinary action.

ARTICLE XV
LEAVES OF ABSENCE

Section 15.1. Sick Leave. Sick leave is provided as a benefit to full-time employees in recognition that employees do contract various illnesses or suffer non-job related injuries from time to time; that his/her financial resources may be diminished in such instances if pay is discontinued; that it may not be in the best interest or health of the employee or fellow
employees for him/her to work while sick; and to care for the employee’s spouse, son, daughter or parent (referred to collectively as “family members.”). To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting his/her physician or pursuing other professional treatment or convalescence. The parties further agree that Park District shall vigorously investigate and eliminate sick leave abuse. Abuse of sick leave is cause for disciplinary action.

Section 15.2. Sick Leave Accumulation. Full-time employees shall earn sick leave at the rate of eight (8) hours for each calendar month of service (equivalent to 12 days per year). Employees shall be allowed to accumulate a maximum of one hundred twenty (120) days sick leave. Sick days over the one hundred twenty (120) day limit will be accumulated only toward service credit with IMRF for retiring employees. Sick leave taken during the year shall be deducted from the employee's sick leave balance.

Section 15.3. Sick Leave Usage and Conditions. Sick leave may be used for medical appointments, illness, injury and/or disability. Employees seeking exceptions to this policy must get the recommendation of the Division Head and the approval of the Executive Director. Sick leave may not be taken as additional vacation time. Abuse of sick leave privileges may lead to discipline up to and including termination.

An employee using one day of sick leave or less normally need provide no documentation. The Executive Director or Division Head may require adequate documentation from a physician before compensation is given. Documentation from a physician will be required for all sick leave of three (3) days or more.

An employee who desires to use sick leave must notify his/her immediate supervisor at least one (1) hour prior to the start of his/her scheduled workday. Where an employee seeks to use sick leave to attend a doctor’s appointment, the employee must give as much notice as possible, but no less than 8 hours’ notice.

If an employee does not provide proper notification to Park District or proper documentation when required, no sick leave compensation will be approved. Such an absence will be charged as vacation. Failure to provide proper notification may be subject to progressive discipline.

Section 15.4. Exhaustion of Sick Leave. When an employee exhausts accumulated sick leave for any reason, he/she will be directed to apply for a leave of absence without pay. Any absence not approved as a leave of absence without pay will be charged to vacation time.

Section 15.5. Jury Duty Leave. All employees selected for jury duty or subpoenaed as a witness for Park District before a recognized court of law shall be excused from work without loss of regular straight time pay for the days or portions thereof on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror and shall remit any witness fee in order to receive pay for such jury service. The employee may retain any money received which is specifically earmarked for travel, meal and/or lodging expenses.
Section 15.6. Bereavement Leave. Full-time employees will be granted two (2) days paid time off when a death occurs in his/her immediate family. Immediate family is defined as mother (including step), father (including step), sister, brother, spouse, child (including step or adopted), grandparent or grandchild of the employee.

Section 15.7. Family and Medical Leave. See Addendum C, incorporated herein by reference.

Section 15.8. Absence Without Pay. At any full-time employee's request, the Executive Director may grant, upon the recommendation of the appropriate Division Head, a leave of absence without pay for a period not to exceed six months. This leave may be requested for personal reasons. All requests for such leaves of absence shall be in writing and submitted to the Division Head. Leaves without pay shall only be granted when it will not unduly interfere with the best interests of Park District. Employees granted leave of absence are not assured of a position with Park District upon return.

Park District will not pay the health insurance premium to Union for employees on leave without pay. The employee may continue insurance coverage subject to an agreement between employee and Union. No vacation or sick time will accrue during a leave of absence without pay. If an employee does not return to work after an approved leave is over, the employee will be deemed to have resigned.

Section 15.9. Military Leave. The parties agree that employees shall be entitled to military leave as provided in applicable state and federal law.

ARTICLE XVI
VACATIONS

Section 16.1. Vacations. Vacation days will be earned by full-time employees, based on a forty (40) hour work week, according to the following schedule.

<table>
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<tr>
<th>YEARS OF COMPLETED SERVICE</th>
<th>DAYS/YEAR</th>
<th>HRS./MO.</th>
<th>MAX. ACCRUAL HOURS</th>
</tr>
</thead>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>4</td>
<td>12</td>
<td>8.00</td>
</tr>
<tr>
<td>4</td>
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<tr>
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<td>Over</td>
<td>27</td>
<td>18.00</td>
</tr>
</tbody>
</table>

Employees may not use vacation during their probationary period. Vacation time can be carried over to the employee’s next anniversary year. However, once an employee has accumulated the
maximum number of unused vacation hours as set forth above, the employee will not accrue any more vacation until the accrued hours are below the maximum.

During 2017 negotiations, the parties agreed that unit employees would convert to the District-wide policy regarding limits on maximum accrual, payout, and carry-over, but would maintain the current negotiated amount of vacation earned based on years of service.

Unit employees may elect to be paid for their current accrued amount of vacation over the new maximum accrual or carry the accrued amount over the new maximum until contract expiration. Effective April 30, 2021, all unit employee fully integrated into District-wide policy with respect to limits on maximum accrual, payout, and carry over.

By January 1, 2018, unit employees must elect to take buyout of hours currently over the new maximum accrual or elect to carry it up to the end of the contract.

An employee terminating employment shall be paid for all accrued unused vacation time at a rate equal to his/her then daily compensation rate.

Employees must make a written request for vacation to his/her immediate supervisor pursuant to Park District’s scheduling rules. Scheduling of vacations shall be, to the extent possible, mutually convenient to the employee and Park District. Vacation schedules must be approved by the appropriate Division Head. Park District reserves the right to change and/or cancel scheduled vacations due to operational emergencies. Employees may request up to 80 hours of vacation at a time and Park District may approve or deny such requests based on operational needs. Employees may request a vacation longer than 80 hours, but Park District may approve or deny such requests on a case-by-case basis.

Section 16.2. Charged Vacation. An employee’s accrued vacation time will be charged for absence due to illness when the employee fails to properly notify his/her supervisor, or when the employee has used all accrued sick leave and has not received approval for a leave of absence without pay. An employee’s accrued vacation time also will be charged for absences or tardiness of 15 minutes or more. Absences or tardiness of less than 15 minutes shall be unpaid. All tardies may be subject to progressive discipline.

ARTICLE XVII
HOLIDAYS

Section 17.1. Holidays. Park District recognizes the following holidays for which all full-time employees will be paid.

1. New Year’s Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving
7. Christmas Day
8. 2 Discretionary Holidays
In order to receive payment for these holidays, an employee must be in paid status the workday before and the next regularly scheduled workday following the holiday. Park District has the right to request medical verification for use of paid sick leave the day before or after a holiday. Failure to provide verification will result in loss of holiday pay.

If the holiday falls on a Saturday or Sunday, the holiday will be observed on Friday or Monday as declared by Park District for other employees.

Park District may assign the use of the discretionary days. If Park District does not assign the discretionary days, they will be made available at the employee’s request.

Section 17.2. Compensation for holiday work. Full-time employees required to work the following holidays will be paid for hours worked, no less than four, at his/her double time rate of pay in addition to the eight (8) hours of holiday pay provided in Section 17.1.

1. New Year’s Day
2. Memorial Day
3. July 4th
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

Section 17.3. Seasonal and Part-Time IMRF Holidays. Seasonal and part-time IMRF employees will be paid for the following holidays.

1. Memorial Day
2. July 4th
3. Labor Day

Employee must work his/her scheduled days immediately preceding and following the holiday to be eligible for holiday pay.

Employees required to work the holidays listed above shall receive no less than four (4) hours pay at his/her straight time hourly rate.

Section 17.4 Floating Holidays.

A. Full-time employees are eligible to take 2 paid floating holidays each calendar year subject to the following conditions:

1. Must request to use a floating holiday 48 hours in advance;
2. Must use at least 1 floating holiday within the first 6 months of each calendar year;
3. Must be used within the calendar year, except that one floating holiday may be carried over in extraordinary circumstances;
4. Unused floating holidays are not paid out at termination; and
5. Park District reserves the right to deny a request to use a floating holiday based on operational needs.

B. IMRF part-time/seasonal employees are eligible to take 1 paid floating holiday each season subject to the following conditions:

1. Must request to use a floating holiday 48 hours in advance;
2. Must be used within the season; no carryover;
3. Unused floating holidays are not paid out at termination; and
4. Park District reserves the right to deny a request to use a floating holiday based on operational needs.

ARTICLE XVIII
INSURANCE

Section 18.1. Insurance. Full-time employees (as historically defined and designated by the Park District) are eligible to participate in the health and dental insurance plans provided by the Midwest Operating Engineers Welfare Fund (“Fund”). Part-time employees and seasonal employees (both categories as historically defined and designated by the Park District) are not eligible to participate in the health and dental plans provided under this Agreement. The extent of coverage under the insurance plans and/or policies referred to in this Article shall be governed by the terms and conditions set forth in the plans and/or Policies of the Agreement and Declaration of Trust of the Midwest Operating Engineers Welfare Fund, and all subsequent amendments made thereto, which shall be incorporated by reference herein.

The Park District will submit to the Fund the following monthly contributions on behalf of each eligible employee who participates in the insurance plans:

Effective with the May 2017 payment for June 2017 insurance coverage:

Single: $630.00
Single + 1: $1,260.00
Family: $1,921.00

The parties agree, and the Fund has approved, that the Park District will receive a credit for the excess amounts paid for single coverage (the difference between $754 and $630/month/employee) from May 2017 until the effective date of this Agreement. The credit will be applied to future amounts owed to the Fund. In exchange for the credit, the Park District agrees that it will cooperate with the Union and the Fund to implement the new three-tiered insurance structure.

The Union agrees there will not be more than a 10% increase in the monthly premium in any given year. Effective May 1, 2019, any premium increase greater than 8.0% in year 3 (May 1, 2019 – April 30, 2020) when compared to year 2 (May 1, 2018 – April 30, 2019) shall result in a 2% reduction in the employee's hourly wage and the salary schedules in Exhibit A shall be adjusted accordingly.
Effective May 1, 2020, any premium increase greater than 5.0% in year 4 (May 1, 2020 – April 30, 2021) when compared to year 3 (May 1, 2019 – April 30, 2020) shall result in a 5% reduction in the employee's hourly wage and the salary schedules in Exhibit A shall be adjusted accordingly.

All differences resulting from any wage reductions will be applied to the Park District’s insurance payments to the Fund.

Section 18.2. No Liability. The Park District's sole liability under this Article shall be to pay its share of the monthly contributions to the Fund on behalf of covered employees as set forth in Section 18.1. In discharging its sole liability under this Article, the Park District does not guarantee payment or provision of health insurance benefits established by the Fund or guarantee the solvency of the Fund. The Park District has no liability for the failure or refusal of the Fund to honor an employee's claim or to pay benefits and no such action on the part of the Fund shall be attributable to the Park District or constitute a breach of this Agreement by the Park District. Under no circumstances shall the Park District be responsible for paying any benefits under this Article. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures set forth in this Agreement, except an allegation that the Park District has failed to pay the contributions set forth in Section 18.1. Any dispute concerning the coverage shall be resolved in accordance with the terms and conditions of Declaration of Trust of the Midwest Operating Engineers Welfare Fund.

Section 18.3. Healthcare Reform.

A. Except as set forth in paragraph C below, if Park District is subject to any additional costs under this Agreement pursuant to the Patient Protection and Affordable Care Act as amended from time to time, or any other law relating to the provision of health care to any Employee, including but not limited to taxes, excise taxes, penalties, vouchers, subsidies or any other amount, then Park District shall have the right to reopen the Agreement upon 21 days’ notice to the Union, to bargain the effects of such costs.

B. The Fund shall at all times offer eligible Park District employees minimum essential coverage that is affordable, provides minimum value and meets any other requirements that Park District must satisfy so that it will not be subject to any taxes, excise taxes, penalties, vouchers, subsidies or any other commitment of financial payment of any type under the Affordable Care Act or other similar or related law.

C. If any part-time or seasonal employee, as defined above, is deemed to be a “full-time employee” under the Affordable Care Act, the Park District will be solely responsible for any taxes, penalties or payments assessed under the ACA.
ARTICLE XIX
PENSIONS

Section 19.1. Pensions. During the term of this Agreement, all eligible employees shall participate in Illinois Municipal Retirement Fund in accordance with and subject to the provision of the statutes of the State of Illinois now applicable or as they may hereafter be amended.

ARTICLE XX
WAGES

Section 20.1 Wage Ranges

The wage ranges for full-time employees are set forth in Addendum A. The wage ranges for part-time/seasonal employees are set forth in Addendum B. The Park District may hire at any point within the ranges based on its evaluation of a new hire’s skill, ability, experience, training, or education. An employee at the top of his or her pay grade will receive a lump sum payment based upon 2080 hours per year for that portion of the wage increase above the top pay limit of his or her pay grade.

Section 20.2 Wage Increases

A. Full-time employees

1. Current full-time employees will receive a $450 bonus, taxable and subject to applicable deductions, upon ratification and Board approval of this Agreement.
2. Effective upon ratification and Board approval of this Agreement, full time employees will receive a 2% increase to their regular straight time hourly rate of pay.
3. Effective May 1, 2018, full time employees will receive a 2.25% increase to their regular straight time hourly rate of pay.
4. Effective May 1, 2019, full time employees will receive a 3.25% increase to their straight time hourly rate of pay.
5. Effective May 1, 2020, full time employees will receive a 3.50% increase to their straight time hourly rate of pay.

B. Part-time/seasonal employees

1. Part-time/seasonal employees will advance one step on Addendum B effective upon his or her return each season.
2. Part-time/seasonals with less than five seasons of service as of the effective date of this Agreement will, on a one-time basis during the term of this Agreement, advance an additional step upon return for their 5th season
3. Part-time/seasonals with more than five seasons of service as of the effective date of this Agreement will receive a one-time additional step increase upon return in the Spring of 2018 (2 steps total in Spring 2018)
4. Current part-time/seasonals will receive a $250 bonus upon ratification and Board approval of this Agreement and $250 upon return in the Spring of 2018.

5. Part-time/seasonals who have left for the 2017 season will receive a $500 bonus upon return in the spring of 2018.

6. Bonuses are taxable and subject to applicable deductions.

7. Bonus payments do not apply to part-time/seasonal employees who are hired by the Park District for the first time in the Spring of 2018.

Section 20.3. Merit Pay. The rates set forth in Addenda A and B are minimum rates only. Park District may, in its discretion, elect to reward merit and performance through lump sum payments and/or other monetary or non-monetary awards or recognition. Decisions under this section shall not be subject to the grievance procedure.

Section 20.4. Premium Pay—Commercial Driver’s License. The Park District and the Union recognize and agree that it is in their mutual best interest for employees to obtain commercial driver’s licenses (“CDL”). As such, the Park District may request, during the life of this Agreement, that a regular part time or seasonal employee obtain a CDL. While it is not mandatory that such employee agree to obtain a CDL, if the employee elects to do so, and drives a commercial vehicle consistent with a commercial driver’s license when required, he or she will receive an additional $.50 per hour on his or her base pay rate. The Park District may require proof that the employee is licensed to drive a commercial vehicle. Employees who are not expressly requested by the Park District to obtain a CDL are not eligible for the premium pay described in this Section, and the decision whether to implement this provision, as well as selection of any employees to obtain a CDL, are at the sole discretion of the Park District. By accepting premium pay, the employee agrees to comply with Park District's CDL Controlled Substance and Alcohol Policy.

Section 20.5. Premium Pay—Pesticide License. The Park District and the Union recognize and agree that it is in their mutual best interest for employees to obtain pesticide operator licenses under the Illinois Pesticide Act. As such, the Park District may request, during the life of this Agreement, that a regular part time or seasonal employee obtain a pesticide operator license. While it is not mandatory that such employee agree to obtain a pesticide operator license, if the employee elects to do so, and performs duties consistent with a pesticide operator license when required, he or she will receive an additional $.50 per hour on his or her base pay rate. The Park District may require proof that an employee has received a pesticide operator license. Employees who are not expressly requested by the Park District to obtain a pesticide operator license are not eligible for the premium pay described in this Section, and the decision whether to implement this provision, as well as selection of any employees to obtain a pesticide operator license, are at the sole discretion of the Park District.

Section 20.6. One-Time Grant—Upgraded Driver’s License. The Park District and the Union recognize and agree that it is in their mutual best interest for employees to obtain upgraded driver’s licenses that allow employees to operate heavier vehicles. As such, the Park District may request, during the life of this Agreement, that a regular part time or seasonal
employee obtain an upgraded driver’s license. While it is not mandatory that such employee agree to obtain an upgraded license, if the employee elects to do so, and performs driving duties permitted by the upgraded license, he or she will receive a one-time grant of fifty dollars ($50.00) plus reimbursement of Secretary of State fees including any initial fees and fees for renewal of the license as long as the employee remains employed by the Park District in a bargaining unit position. The Park District may require proof that an employee has received an upgraded driver’s license. Employees who are not expressly requested by the Park District to obtain an upgraded driver’s license are not eligible for the one-time grant described in this Section, and the decision whether to implement this provision, as well as selection of any employees to obtain an upgraded driver’s license, are at the sole discretion of the Park District.

Section 20.7. Special Events Pay. Employees who voluntarily agree to work at any of the special events which are occasionally put on by the Park District throughout the year will be paid at the rate approved annually by the Park District for time worked at such special events. Time worked at the special event rate is considered “hours worked” for purposes of overtime calculation.

ARTICLE XXI
MISCELLANEOUS

Section 21.1. Telephone. All employees, as a condition of continued employment, shall maintain or have access to an operating telephone in his/her place of residence. However, if an employee encounters extenuating circumstances and promptly notifies his/her supervisor he/she shall be excused from complying with the terms of this Section for a period not to exceed one month.

Section 21.2. Driver's License. All full-time employees shall maintain a valid Illinois Driver's License with the appropriate classification and endorsement(s) to the extent required by law to legally operate Park District vehicles and equipment which are used to carry out his/her assignments. Park District will pay the difference between a Commercial Driver's License (CDL) and a regular driver's license at the time of renewal. Testing and training (behind the wheel and pre-trip) for acquiring or renewing a CDL may be done during the employee's normal hours of work for which the employees will be compensated, but time spent studying for a CDL test is to be done on non-work time for which employees will not be compensated.

Section 21.3. Address Change. In order for Park District to effectively communicate with employees on issues such as recall or rehire and for recordkeeping purposes, all personnel must notify the Human Resource Department as soon as possible when a change in address and/or telephone number is known.

Section 21.4. Marital Status Change. All IMRF employees must notify the Human Resource Department of change of marital status for IMRF requirements.

Section 21.5. Bond Referendum. In the event of a bond referendum issue, employees should not be involved in the referendum in urging voting yes or no unless he/she does so on his/her own time and of his/her own volition and not at the request of a Commissioner. Employees can
be involved, however, in getting out the “factual information,” even at the request of the Commissioners and with the use of public funds.

**Section 21.6. Full-Time Employee Use of Facilities.** A family swimming pool membership shall be issued to any full-time employee that requests it.

**Section 21.7. Security Measures.** The parties agree that the Park District may install locks, lighting, video cameras, and any other necessary safety or security device or system in any area of the Park District's facilities to assist the Park District in assuring the safety and security of its patrons, employees, and Park District property and equipment. Any information obtained from such safety or security device or system may be used by the Park District for any purpose. The Park District may provide, upon request, an authorized Union representative an opportunity to review video footage, if any, deemed relevant by the Park District regarding the event(s) contributing to the discipline of a represented employee. The Park District agrees to post a notice on or at any Park District building or facility at which surveillance equipment is in use.

**ARTICLE XXII**

**CONTRACTING**

**Section 22.1. Contracting.** Park District maintains the right to contract out any work it deems necessary so long as such contracting does not result in layoffs, loss of hours below forty (40) per week or opportunity for overtime hours that have traditionally been worked by bargaining unit employees.

The Park District expressly reserves the right, if faced with unexpected financial limitations or acts of God, as determined by Park District, to contract work that does result in layoff of bargaining unit employees. If so, the Park District may provide the Union an opportunity to meet and discuss the economic impact of such contemplated action.

In the event Park District's contracting causes bargaining unit employees to be laid off, Park District will use all reasonable efforts to re-employ such laid off employees in other available bargaining unit positions provided such employees are qualified, or can become qualified within 7 calendar days, to perform the work of the position.

**ARTICLE XXIII**

**LABOR-MANAGEMENT CONFERENCES**

**Section 23.1. Labor-Management Conferences.** Union and Park District mutually agree that in the interest of harmonious labor-management relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of Park District. Such meetings may be requested, at least seven (7) days in advance by either party, by placing in writing a request to the other for a “labor-management conference” and expressly providing the agenda for such a 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.
Section 23.2. Exempt Issues. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedures. 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 23.3. Attendance. Attendance at “labor-management conferences” shall be voluntary on the employee’s part. Employees shall be compensated for attendance only if the meetings are held during his/her regular working hours. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

ARTICLE XXIV
SUPERVISORY WORK

Section 24.1. Supervisors shall be allowed to continue to perform bargaining unit work in the same manner as they have in the past; including but not limited to, emergencies, training and work situations when no bargaining unit members are readily available.

ARTICLE XXV
DUES CHECKOFF

Section 25.1. Dues Checkoff. During the term of this Agreement, Park District shall deduct from each employee’s paycheck Union dues (and initiation fees, where applicable) of each employee for whom there is a written dues checkoff authorization, signed by the employee, on file with Park District. Any employee electing to join Union during the term of this Agreement or who is a Union member at the time of signing this Agreement, shall maintain said membership for the duration of this Agreement and Park District shall deduct from such employee the appropriate dues for the duration of this Agreement. Such dues deduction shall be irrevocable for one (1) year. The actual dues amount to be deducted, as determined by Union, shall be uniform. Union may change the amount once each year during the life of this Agreement by giving Park District at least thirty (30) days written notice of any change in the amount of the dues to be deducted. If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, Union shall be responsible for the collection of dues.

Section 25.2. Fair Share. During the term of this Agreement, employees who are not members of Union shall, commencing sixty (60) days after their employment or at the time of signing of this agreement, whichever is later, pay a fair share fee to Union for collective bargaining and contract administration services rendered by Union as the exclusive representative of the employees covered by this Agreement, provided said fair share fee shall not exceed the dues attributable to being a member of Union. Such fair share fees shall be deducted by Park District from the earnings of non-members and remitted to Union with the same frequency and in the same fashion as Union dues payments. Union shall periodically submit to Park District a list of employees covered by this Agreement who are not members of Union and an affidavit which
specifies the amount of the fair share fee. The amount of the fair share shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The fair share fee should be uniform for each employee subject to the obligation to pay a fair share fee. Union may change the fixed uniform dollar amount that will be considered the regular monthly fair share fee once each calendar year during the life of this Agreement. Union will give Park District thirty (30) days’ notice of any such change in the amount of the fair share fee.

Union agrees to assume full responsibility to insure full compliance with all applicable laws both state and federal. Union further agrees to provide fair share fee payors with an appeal procedure in accordance with all applicable laws both state and federal.

It is specifically agreed that any dispute concerning the amount of fair share fee and/or the responsibilities of Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and Union. If the affected non-member and Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 25.3. Union Indemnification. Union shall indemnify, defend and hold harmless Park District and its officials, representatives and agents 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 or action taken or not taken by Park District in complying with the provisions of this Article. If an improper deduction is made, Union shall refund directly to the employee any such amount.

ARTICLE XXVI
NO BARGAINING DURING TERM

Section 26.1. Entire Agreement. The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. This Agreement supersedes and cancels all prior practices, policies and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the Management Rights Clause, Article 5. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, unless mutually agreed to by both parties. Notwithstanding anything to the contrary in the language of this Agreement, Union
specifically waives any right it might have to impact or effects bargaining for the life of this Agreement.

ARTICLE XXVII
SAVINGS CLAUSE

Section 27.1. If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be subject to re-negotiation.

ARTICLE XXVIII
TERMS OF AGREEMENT

Section 28.1. This Agreement shall be effective as of May 1, 2014, and shall remain in effect until, April 30, 2021, except as hereinafter provided. After April 30, 2021, this Agreement shall continue in effect from year to year, except that no wage increase of any nature will be granted beyond the expiration of this Agreement unless notice of termination or renegotiation is given in writing by registered or certified mail by either party not less than (60) days nor more than one-hundred twenty (120) days before midnight, April 30, 2021, or any subsequent annual expiration date. Notices of termination or renegotiation required by this provision, if by Park District, shall be addressed to International Union of Operating Engineers, Local No. 150, 6200 Joliet Road, Countryside, Illinois, 60525, and if by Local No. 150, at the Office of the Northbrook Park District, 545 Academy Drive, Northbrook, Illinois, 60062. Either party may, by a like written notice, change the address to which such notice shall be given. Termination notices or renegotiation notice shall be considered to have been given as of the date shown on the post mark.
### Northbrook Park District

**Addendum A**

Bargaining Unit
Full Time Employee
Pay Ranges

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<th>Grade</th>
<th>Minimum Pay</th>
<th>Minimum Hourly Rate</th>
<th>Maximum Pay</th>
<th>Maximum Hourly Rate</th>
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<td>20.58</td>
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<td>5</td>
<td>38,858</td>
<td>18.68</td>
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<td>Year</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
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To: Board of Park Commissioners
From: Ed Dalton, Director of Parks and Properties
Agenda Item: 5.b. Consider Emergency Repair of B-Rink Desiccant Wheel
Date: November 10, 2017

Staff Recommendation:
Staff recommends the approval of the emergency repair of the Northbrook Sports Center B-Rink desiccant wheel in the amount of $43,655 from RMC Mechanical, Bensenville, Illinois.

Background & Analysis:
During the October preventative maintenance visit, our contractor RMC, discovered that B-Rink desiccant wheel has begun to fail (see attached photo). The desiccant wheel is a component of the dehumidification unit for the ice rink and was installed in 1999. As the wheel continues to disintegrate, the humidity in B-Rink will become more challenging to control which can have an impact on the overall ice condition.
The replacement unit’s delivery lead time of 8-10 weeks plus two weeks for scheduling after delivery, were factors in staff’s decision not to conduct a formal bid process which can add an additional 4-6 weeks to the overall timeline.

Desiccant replacement quotes for comparison purposes were sought with a shortened submission date.
Four contractors submitted bids that are listed below:

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<th>Company</th>
<th>Amount</th>
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<tr>
<td>AMS Mechanical Systems, Inc.</td>
<td>$43,201.00</td>
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<tr>
<td>9341 Adam Don Pkwy</td>
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<tr>
<td>Woodridge, IL 60517</td>
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<tr>
<td>Jensen’s Plumbing &amp; Heating, Inc.</td>
<td>$43,600.00</td>
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<td>670 E. Calhoun St.</td>
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<tr>
<td>Woodstock, IL 60098</td>
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<tr>
<td>RMC Mechanical</td>
<td>$43,655.00</td>
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<tr>
<td>234 James Street</td>
<td></td>
</tr>
<tr>
<td>Bensenville, IL 60106</td>
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</tr>
<tr>
<td>Edwards Engineering, Inc.</td>
<td>$45,321.00</td>
</tr>
<tr>
<td>1000 Touhy Avenue</td>
<td></td>
</tr>
<tr>
<td>Elk Grove Village, IL 60007</td>
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<tr>
<td>CDI International</td>
<td>$35,751.00***</td>
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<tr>
<td>2100 Park Drive</td>
<td></td>
</tr>
<tr>
<td>Owatonna, MN 55060</td>
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</table>

*** Incomplete quote
Staff recommends RMC’s quote as they are familiar with the unit and have had the service contract since the unit was originally installed. They are also familiar with the replacement process since they replaced the A-Rink desiccant wheel in 2016.

**Explanation:**
1. Budgeted Cost: $132,000
2. Budget Source: 2017 Capital Improvement Plan – Project Number 63000-5825-SC047
3. Legal Requirement: None

**Motion:**
The Committee-Of-The-Whole Chair moves to approve the Emergency Repair of the Northbrook Sports Center B-Rink desiccant wheel in the amount of $43,655 from RMC Mechanical of Bensenville, Illinois to the full Board for approval.

**Pc:** Molly Hamer, Executive Director
MEMORANDUM

To: Board of Commissioners
From: Molly Hamer, Executive Director
Agenda Item: 5.c. Consider Conflict Waiver Letter for Representation in Joint Capital Project
Date: November 10, 2017

Attached is a letter from attorney Steve Adams of Robbins Schwartz regarding the Proposed Northbrook Park District/NSSRA Capital Development Project.

As per my email to you on October 30, 2017, the NSSRA Board did not approve the Consent for Dual Representation at their October Board Meeting. It was the sentiment of the NSSRA Board that they would be better served appointing separate counsel. NSSRA has retained John Murphey of Rosenthal, Murphey, Coblentz and Donahue as their counsel. The NSSRA fully supports Robbins Schwartz and Steve Adams as counsel to represent the Northbrook Park District.

The Conflict Waiver Letter explains:
- NSSRA will have its own independent counsel for the transaction.
- The attorneys working for the Park District do not have knowledge about NSSRA not available to the public and will not have access to NSSRA records in Robbins Schwartz’s existing files.
- Heidi Katz (and others that have provided services to NSSRA) will not communicate about the project with the attorneys representing the Park District.

Motion:
The Committee-Of-The-Whole-Chair moves to approve the signing of the Waiver of Conflict of Interest to consent to Robbins Schwartz’s representation of the Northbrook Park District in the preparation of an intergovernmental agreement between the Parties and the provision of legal representation to them in connection with the above described Project.
November 3, 2017

Mr. Craig Culp, CPRP
Executive Director
NSSRA
3105 MacArthur Boulevard
Northbrook, IL 60062

Re: Proposed Northbrook Park District /NSSRA Capital Development Project

Dear Craig:

The Northbrook Park District ("Park District") and Northern Suburban Special Recreation Association ("NSSRA") have agreed in concept to collaborate on the design and construction of a new Activity Center in Northbrook (Park District and NSSRA are sometimes referred to in this letter individually as "Party" and collectively as "Parties"). The Parties’ current plan is to enter into an intergovernmental agreement for the design and construction of the Activity Center. The Activity Center will be constructed on real property owned by the Park District, commonly known as 180 N. Anets Drive, Northbrook, Illinois, and will provide park and recreational facilities and programs for the benefit of both agencies as well as administrative offices for NSSRA. ("Project").

This Project presents our firm with a potential conflict of interest. Robbins Schwartz serves as general legal counsel to both Parties.¹ The Park District has requested that our firm furnish, on its behalf, the legal services necessary to complete the Project. I understand that NSSRA has, or is in the process of, obtaining separate legal counsel to furnish legal services for the Project on its behalf.

It is incumbent upon our firm in this situation to disclose the conflict and review its implications with both Parties prior to commencing its representation of the Park District on the Project. The purpose of this letter is to provide that disclosure and information to NSSRA.

Rules of professional conduct governing our practice hold that a lawyer may not represent a client in a matter if the representation of that client would be directly adverse to another client, unless the lawyer reasonably believes that the representation will not adversely affect the relationship with the other client, and each client consents after disclosure. For the reasons discussed in this letter, we do not believe our legal representation of the Park District on the Project would adversely affect the interests of NSSRA, or our relationship with other NSSRA client member agencies. Therefore, upon receipt of written consent from each Party, we consider our representation of the Park District in this matter to be permissible.

Our representation of the Park District will consist of preparation of an intergovernmental agreement of the type under consideration for the Project and would also include the: (i)

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¹ In addition to the Park District, our firm represents the Winnetka Park District, another member agency of NSSRA.
establishment of the Park District’s legal authority to enter the arrangement, (ii) negotiation for the allocation of design, construction, and property risks, rights, costs and responsibilities between the Parties, and (iii) the drafting of appropriate contractual provisions to protect the Park District’s short- and long-term interests in the operation, use and enjoyment of the Activity Center.

Upon our receipt of consent from both Parties, Heidi Katz will continue to represent NSSRA in matters unrelated to the Project, but Heidi will not have any communications related to the Project with any Robbins Schwartz attorneys or employees assigned to represent the Park District on the Project. Nor will Heidi have access to any documents or information (electronic or otherwise) related to the Project. The attorneys representing the Park District will not have any communication related to the Project with Heidi Katz or any other attorney or employee of the firm providing legal services to NSSRA.

We will not proceed to represent the Park District in the legal work for the Project until we have received written consent from both clients. Consent may be indicated by an authorized signature on the enclosed Waiver of Conflict of Interest Form.

We appreciate your consideration of this conflicts waiver request. Please do not hesitate to contact me if you have any questions.

Very truly yours,

ROBBINS SCHWARTZ

By: Steven B. Adams

Enclosure
cc: Molly Hamer

672676.2
Waiver of Conflict of Interest

The Board of Directors of Northern Suburban Special Recreation Association, having reviewed the above correspondence from legal counsel hereby consents to Robbins Schwartz's representation of Northbrook Park District in the preparation of an intergovernmental agreement between the Parties and the provision of legal representation to them in connection with the above described Project.

Board of Directors
Northern Suburban Special Recreation Association

By: [Signature]
(Title)

Date: 11/10/17
November 3, 2017

Ms. Molly Hamer, CPRP  
Executive Director  
Northbrook Park District  
545 Academy Drive  
Northbrook, Illinois 60062

Re: Proposed Northbrook Park District /NSSRA Capital Development Project

Dear Molly:

The Northbrook Park District (“Park District”) and Northern Suburban Special Recreation Association (“NSSRA”) have agreed in concept to collaborate on the design and construction of a new Activity Center in Northbrook (Park District and NSSRA are sometimes referred to in this letter individually as “Party” and collectively as “Parties”). The Parties’ current plan is to enter into an intergovernmental agreement for and participate in the design and construction of the Activity Center. The Activity Center will be constructed on real property owned by the Park District, commonly known as 180 N. Anets Drive, Northbrook, Illinois, and will provide park and recreational facilities and programs for the benefit of both agencies, and administrative offices for NSSRA. (“Project”).

The Project presents our firm with a potential conflict of interest. Robbins Schwartz serves as general legal counsel to both Parties.1 The Park District has requested that our firm furnish, on its behalf, the legal services necessary to complete the Project. I understand that NSSRA has, or is in the process of, obtaining separate legal counsel to furnish legal services for the Project on its behalf.

It is incumbent upon our firm in this situation to disclose the conflict and review its implications with both Parties prior to commencing its representation of the Park District on the Project. The purpose of this letter is to provide that disclosure and information to the Park District.

Rules of professional conduct governing our practice hold that a lawyer may not represent a client in a matter if the representation of that client would be directly adverse to another client, unless the lawyer reasonably believes that the representation will not adversely affect the relationship with the other client, and each client consents after disclosure. For the reasons discussed in this letter, we do not believe our legal representation of the Park District on the Project would adversely affect the interests of NSSRA, or our relationship with other NSSRA client member agencies. Therefore, upon receipt of written consent from each Party, we consider our representation of the Park District in this matter to be permissible.

1 In addition to the Park District, our firm represents the Winnetka Park District, another member agency of NSSRA.
Our representation of the Park District will consist of preparation of an intergovernmental agreement of the type under consideration for the Project and would also include the: (i) establishment of the Park District’s legal authority to enter the arrangement, (ii) negotiation for the allocation of design, construction, and property risks, rights, costs and responsibilities between the Parties, and (iii) the drafting of appropriate contractual provisions to protect the Park District’s short- and long-term interests in the operation, use and enjoyment of the Activity Center.

Upon our receipt of consent from both Parties, Heidi Katz will continue to represent NSSRA in matters unrelated to the Project, but Heidi will not have any communications related to the Project with any Robbins Schwartz attorneys or employees assigned to represent the Park District on the Project. Nor will Heidi have access to any documents or information (electronic or otherwise) related to the Project. The attorneys representing the Park District will not have any communication related to the Project with Heidi Katz or any other attorney or employee of the firm providing legal services to NSSRA.

We will not proceed to represent the Park District in the legal work for the Project until we have received written consent from both clients. Consent may be indicated by an authorized signature on the enclosed Waiver of Conflict of Interest Form.

We appreciate your consideration of this conflicts waiver request. Please do not hesitate to contact me if you have any questions.

Very truly yours,

ROBBINS SCHWARTZ

By: Steven B. Adams

Enclosure
cc: Craig Culp

672956.1
Waiver of Conflict of Interest

The Board of Park Commissioners of the Northbrook Park District, having reviewed the above correspondence from legal counsel, hereby consents to Robbins Schwartz’s representation of Northbrook Park District in the preparation of an intergovernmental agreement between the Parties and the provision of legal representation to them in connection with the above described Project.

Board of Park Commissioners
Northbrook Park District

By: ________________________________
    (Title)

Date: ________________________________