

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

SECTION 16.2. HOLIDAY ELIGIBILITY REQUIREMENT.

In order to be eligible for holiday pay, the employee must work the full scheduled working day immediately preceding and immediately following the holiday, unless on vacation. This Section shall not be construed to make employees on layoff eligible for holiday pay.

SECTION 16.3. HOLIDAY PAY.

Employees who do not work on a holiday shall receive holiday pay computed at their regular straight-time hourly rate for the number of hours for which they were normally, regularly scheduled to work immediately prior to the holiday. In the event of an emergency or other situation which demands immediate or special attention, an employee may be required by the District to work on a holiday. In such case, the employee shall receive straight-time pay for all hours worked on the holiday plus double time compensatory time off for all hours worked on that holiday. When a holiday falls within an eligible employee's approved vacation, the employees shall receive the appropriate holiday pay.

ARTICLE XVII
SICK LEAVE

SECTION 17.1. EARNING SICK LEAVE.

Employees shall earn sick leave with full pay at the rate of one workday for each completed month of service with the District in which the employee works or is paid at least seventy-five percent of the calendar days of the month. Every returning veteran shall, upon return to the District, be credited with one-half (1/2) sick day per month of the period of Military Service but not to exceed fifteen (15) sick days which shall be added to any accrued sick leave, of the individual involved. It is the agreement of the parties, however, that such accrual for sick leave time for a returning veteran may not, when added to any accruals then existing, exceed one hundred-twenty (120) scheduled working days. Sick leave shall not accumulate beyond 120 days. Any earned sick leave in excess of the limits imposed herein shall be forfeited at the commencement of the calendar year. Employees on any form of unpaid leave of absence shall not earn sick leave.

SECTION 17.2. TAKING SICK LEAVE.

Sick leave may be taken in increments of not less than one half workday after the employee has been employed by the District for six (6) months. Employees may not take sick leave before it is earned. In order to qualify for sick leave, the employee must notify his department or division head (or where leave is requested by a department head or division head, the General Superintendent) that the employee will be off sick as soon as reasonably possible after the fact becomes known to the employee. Sick leave may be used for illness, disability (including disability due to pregnancy) or injury of the employee his spouse or dependent child, or appointments with Doctors, Dentists or other professional Medical Practitioners. For periods of absence of five (5) consecutive workdays or less, when the District can substantiate a pattern of abuse of sick leave, the District may, in its discretion, require evidence to substantiate that such

leave days were used for the purposes herein set forth. For periods of absence of more than five (5) consecutive workdays, the employee shall provide written verification of the reasons for such absence. The employee shall furnish written verification by persons licensed under the "Illinois Medical Practices Act" or under similar laws of Illinois or of other states or countries or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means. Such verification shall show the expected duration of the sick leave. Such verification shall be submitted to the Supervisor immediately upon the lapse of more than five (5) consecutive workdays taken as sick leave and shall be resubmitted no less than every forty five (45) days thereafter. The District may require, in its discretion that an employee take a physical examination at any time during the period when an employee is on sick leave or in connection with an employee's request to return to work after an absence of five (5) or more consecutive working days. Failure of an employee to provide such verification or to submit to such a physical examination shall on due notice cause termination of such leave. In the event the employee has exhausted all available sick time accruals, the employee may substitute compensatory time (F-Time) to cover periods of justifiable illness, provided the employee provides the District with documentation of the illness from a physician.

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

SECTION 17.3. ABUSING SICK LEAVE. Abuse of sick leave, including the furnishing of false information in connection with a sick leave request or the failure to submit satisfactory verification where required (as outlined in Section 17.2 of this Article), may result in denial of the requested leave and/or disciplinary action.

ARTICLE XVIII
MISCELLANEOUS LEAVES

SECTION 18.1. LEAVES OF ABSENCE WITHOUT PAY.

The Department or Division Head (or where leave is requested by a department head, the General Superintendent) may, with the concurrence of the Director of Human Resources, grant an employee a leave of absence without pay for a period not to exceed six (6) months. An employee desiring to take a leave of absence without pay shall file a written application with his/her department head or division head (or where leave is requested by the department head, the General Superintendent), explaining the reasons and the length of the requested leave. After considering the circumstances, including the need of the District to have a person actively working in the employee's job, the responsible official may, in his discretion, and after receiving the approval of the Director of Human Resources, grant the requested leave and may specify the terms and conditions of the leave, depending on the employee's request. Such request for leave of absence without pay shall not be unreasonable denied. If an employee fails to return from leave after the termination or expiration of the leave, the employee may be subject to disciplinary action, including discharge.

SECTION 18.2. MILITARY LEAVE.

Military leave shall be granted in accordance with applicable law.

SECTION 18.3. COURTLEAVE.

Subject to a pay deduction of any juror's fees received, a bargaining unit employee shall be entitled to court leave with pay when called for jury duty, subpoenaed by any legislative, judicial or administrative tribunal, or directed by the District to provide service related to litigation involving the District. An employee who is called for such service shall immediately notify his department or division head. If an employee is required or desires to attend court sessions other

than those specified above, the employee shall apply for vacation leave, compensatory time or personal leave for said purpose.

SECTION 18.4. FUNERAL LEAVE.

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

SECTION 18.5. PERSONAL LEAVE.

(a) Bargaining unit employees shall earn four (4) workdays per year of personal leave with full pay. Personal leave that is unused at the end of the calendar year will be added to the employee's sick leave. Employees on any form of unpaid leave of absence shall not earn personal leave. Employees shall earn one (1) workday of personal leave at the commencement of every (3) months of employment.

(b) Personal leave may be taken only upon approval in advance by the department or division head. Personal leave may be taken in increments of not less than one-half workday after the employee has been employed by the District for six (6) months. Employees may not take personal leave before it is earned. Employees shall request personal leave as far in advance as is reasonably possible. Requests for personal leave may be denied by the department head of division head if such absence would adversely affect and interfere with the orderly performance and continuity of District services. In the case of an emergency as determined by the General

Superintendent, the District may cancel and reschedule any or all approved leaves in advance or in the course of their being taken. Personal leave may be used to extend vacation leave subject to the supervisor's approval. Such requests shall not be arbitrarily denied.

SECTION 18.6.

(a) **FAMILY AND MEDICAL LEAVE.** The District shall comply with its obligations under the Family and Medical Leave Act. Accordingly, bargaining unit employees who have been employed by the District for at least twelve (12) months at the time of the leave request and should have worked at least 1,250 hours during the previous twelve (12) month period may be eligible for family and medical leave. Eligible employees shall be entitled to family and medical leave for a period of up to twelve (12) work weeks during a twelve (12) month period for any of the following reasons:

- (1) For the birth of an employee's child and to care for the newborn child;
- (2) For the placement with the employee of a child for adoption or foster care;
- (3) To care for the employee's spouse, child or parent with a serious health condition;
- (4) Due to a serious health condition which makes the employee unable to perform the duties of his or her job.

Such leave shall be without pay unless the District or the employee determines to substitute accrued paid leave for which the employee is eligible, provided that the District may not require an employee to substitute accrued compensatory time off ("F-time") for unpaid leave. In the event that an employee has scheduled and paid for a vacation prior to becoming aware of the need for an FMLA leave and the employee is thereafter required to exhaust his/her accrued vacation in connection with said leave, the employee shall be granted an unpaid leave for the duration of the previously scheduled vacation, provided that the employee may elect to use and shall be paid for

accrued compensatory time off ("F-time"). During any leave taken under the Family and Medical Leave Act, the employee's group health insurance coverage shall be maintained and paid for by the District as if the employee was working, and seniority shall continue to accrue.

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

(b) **TEMPORARY DISABILITY AND MATERNITY LEAVE.** Insofar as the following section is not inconsistent with law or Section 18.6(a) and may be lawfully enforced, the following shall apply: A department or division head may grant temporary disability leave without pay to an employee who is unable to perform a substantial portion of his regularly assigned duties due to a temporary physical or mental disability (including those injuries compensable under workmen's compensation) or due to pregnancy. An employee desiring to take temporary disability leave shall notify the responsible department or division head four (4) months prior to the commencement time of the proposed leave. The employee thereafter shall furnish to the employee's department or division head a written application for leave together with a written verification by a person licensed under the "Illinois Medical Practices Act" or under similar law of Illinois or of other states or countries or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means. Such verification shall show the diagnosis, prognosis and expected duration of the requested disability or maternity leave. Such

verification shall be resubmitted no less than forty five (45) days during the period of disability or maternity leave. The District may require, at its discretion that an employee take a physical examination at any time during the period when an employee is on disability or maternity leave or in connection with an employee's request to return to work after said leave. Failure of an employee to provide such verification or submit to a physical examination shall on due notice cause termination of such leave. After considering the circumstances, including the need of the District to have a person actively working in the employee's job and recommendations, if any, of the Director of Human Resources, the department or division head or Chief Executive Officer may in his discretion, grant the requested leave and may specify the terms and conditions of the leave. Any temporary disability or maternity leave shall terminate on the happening of one of the following events, whichever occurs first:

(i) said employee is no longer temporarily disabled from performing his/her regularly assigned duties, or

(ii) said employee is found by the District's physician (in consultation with the employee's physician) or by an appropriate administrative tribunal or court to be permanently disabled and thereby permanently unable to perform a substantial or significant portion of his/her regularly assigned duties, or

(iii) Said employee has been on temporary disability or maternity leave for six (6) months.

If an employee fails to return from leave after termination of the leave, the employee may be subject to disciplinary action, including discharge.

SECTION 19.2. ADJUSTMENT IN MONTHLY SALARIES.

Annual adjustments in the monthly salaries shall be made and paid each July 1 during the term of this Agreement upon the certification to the District by the Chief Executive Officer of the Union or his designee. The District may request and the Union shall provide, such reasonable evidence to support such certification as has been used by the parties in the past.

SECTION 19.3. WAGE CALCULATION.

The monthly rate set out in this Article shall be calculated by multiplying the prevailing hourly wage rate where applicable certified to the District by the Chief Executive Officer of the Union or his designee by 2,080 hours divided by 12 months. This provision is effective and retroactive to January 1, 2001.

SECTION 19.4. OUT-OF-GRADE PAY.

An employee covered by this Agreement who is directed to and does perform substantially all of the duties and responsibilities of a higher rated job within the bargaining unit shall be paid at the higher rate thereafter for as long as he continues to perform the higher rated duties.

ARTICLE XX PENSIONS

SECTION 20.1. PARTICIPATION IN ANNUITY AND BENEFIT FUND.

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

ARTICLE XXI
HOSPITALIZATION INSURANCE

SECTION 21.1. BASIC BENEFITS.

The District will continue to provide hospitalization plans as set forth in Appendix A for employees covered by this Agreement.

SECTION 21.2. RIGHT TO SELECT CARRIER.

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

SECTION 21.3. MISCELLANEOUS.

The failure of any insurance carrier(s) or HMO(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the District, nor shall such failure be considered a breach by the District of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the District, employee or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits there under.

SECTION 21.4. EMPLOYEE CONTRIBUTIONS.

Employees who receive health benefits under this provision shall be required to make contributions calculated from their base wages. Deductions for the contributions shall be made each pay period from the employee's pay check. Employees on any unpaid leave of absence shall be required to submit a check or money order in the amount of 1/12th of the percentage set forth in Appendix A of their base wages on or before the first of each month during their leave of absence

to the District. Failure to submit the required amount each month shall result in loss of the employee's health benefits. Employee contributions for health benefits shall be as set forth in Appendix A. The parties agree that the percentage contributions are of employees' base wages.

SECTION 21.5. WAIVER OF MEDICAL BENEFITS COVERAGE.

An employee who has existing medical benefits coverage under another person's medical benefits program may elect to waive participation in the District's medical benefits plan upon completion and delivery of a waiver form that includes documentation of existing medical benefits coverage for the employee which is satisfactory to the District. Upon completion and delivery of such waiver form, the employee shall receive \$75.00 per month payable in accordance with the District's normal payroll practices. Any employee who elects to waive coverage under the District's medical benefits program may not re-enroll in the District's medical benefits plan unless: (a) the employee or his/her dependents lose eligibility for the other medical coverage as a result of legal separation, divorce, death of spouse, termination of employment, reduction in work hours, unpaid leave of absence, expiration of COBRA coverage, cessation of employer contributions or a significant increase in cost of other medical coverage, but not the failure of the employee to pay premiums on a timely basis. The employee must enroll in the District's medical benefits plan within thirty (30) days after his/her other medical benefits coverage ends; or (b) the employee has a new dependent as a result of marriage, birth, adoption or placement for adoption and the employee requests enrollment into the District's medical benefits plan in writing satisfactory to the District within thirty (30) days after the marriage, birth, adoption or placement for adoption; or (c) the employee enrolls during the District's open enrollment period for medical benefits coverage effective the following January 1. If an employee re-enrolls in the District's medical benefits plan,

the \$75.00 per month payment shall cease immediately and the employee shall begin making contributions in accordance with the preceding section.

SECTION 21.6. CHICAGO LABOR-MANAGEMENT TRUST (LMCC).

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

Health Risk Assessment: Health Risk Assessments shall be voluntary for all employees currently enrolled in the District health insurance plans. All employees will be automatically enrolled in the Health Risk Assessment. However, employees choosing not to participate in

the Health Risk Assessment may opt out. The LMCC will review this program after one (1) year and determine whether additional cost containment steps are appropriate.

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

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

ARTICLE XXII MISCELLANEOUS PROVISIONS

SECTION 22.1. VEHICLE MAINTENANCE.

All employees who operate Chicago Park District vehicles shall be responsible for performing a "walk around" inspection of the vehicle and checking fluid levels each day at the beginning of the shift, including but not limited to visually inspecting the outside of the vehicle and checking oil, washer fluid, power steering fluid, radiator and turning signal lights. In the event that any problems with the vehicle are detected, the employee shall report those problems to his or her immediate supervisor. Additionally, such employee shall be required to have a valid Illinois driver's license.

SECTION 22.2. TOOLS.

All bargaining unit employees shall be required to provide and maintain as a condition of employment and continued employment such hand tools as they are required to provide and maintain in the Union's area agreement applicable to private contractors.

The District shall be under no obligation to repair or replace any such hand tools except to the extent that such tools are stolen from an area designated or approved by the District Supervisor or Superintendent of Construction, Engineering and Landscape for the storage of tools. In such

case, the District may, at its option, replace the tool or reimburse the employee for its value upon

satisfactory proof of loss.

SECTION 22.3. DRUG AND ALCOHOL ABUSE POLICY.

The Drug and Alcohol Abuse Policy adopted by the District is attached as Appendix B.

ARTICLE XXIII

SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provision shall be rendered

or declared invalid by any court action, or by reason of any existing or subsequently enacted

legislation, or by reason of this requiring any steps or actions or results which will in any way

conflict with any of the terms of the Consent Decree in United States of America v. Chicago Park

District, Civil Action No. 82c 7308, the remaining part s or portions of this Agreement shall remain

in full force and effect. The parties shall attempt to renegotiate the invalidated provision(s).

ARTICLE XXIV
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and

concludes collective bargaining between the parties for its term. This Agreement supersedes and

cancel s all prior practices and agreements, whether written or oral, unless expressly stated in this

Agreement.

The parties acknowledge that for the life of this Agreement, each has voluntarily and

unqualifiedly waived the right, and has agreed that the other party shall not be obligated to bargain

collectively with respect to any subject or matter not specifically referred to, or covered in this

Agreement, even though such subjects or matters may not have been within the knowledge or

contemplation of either or both of the parties at the time that they negotiated or signed this

Agreement.

This waiver shall also apply to any "effects" bargaining to which the parties now or during the life of this Agreement might become otherwise entitled.

ARTICLE XXV
TERMINATION

A. This Agreement shall be effective as of the day after the contract executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of June, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than sixty (60) days prior to the expiration date of this Agreement that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than fifty (50) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations until the stated expiration date of this Agreement.

Entered into this ____ day of _____ 2019.

CHICAGO PARK DISTRICT



THE CHICAGO REGIONAL COUNCIL
OF CARPENTERS

APPENDIX A
CHICAGO PARK DISTRICT – HEALTH INSURANCE
EMPLOYEE HEALTH CARE CONTRIBUTIONS

	Current Contributions	1/1/20	1/1/21	1/1/22
Health Insurance Contributions <u>MORE THAN</u> <u>\$35,000</u>	<u>Employee:</u> 1.75% (HMO & PPO)	<u>Employee:</u> 2.25% (HMO & PPO)	2.75%	3.25%
	<u>Employee+1:</u> 2.25% (HMO & PPO)	<u>Employee+1:</u> 2.75% (HMO & PPO)	3.25%	3.75%
	<u>Family:</u> 2.75% (HMO & PPO)	<u>Family:</u> 3.25% (HMO & PPO)	3.75%	4.25%

Except for the employee health care contributions as provided above, the Park District agrees not to increase the existing provisions set forth in Appendix A with respect to employee co-pays, deductibles, out of pocket limits, co-insurance rates, etc., prior to January 1, 2022.

Effective April 1, 2023, and each April 1 thereafter (subject to the pension guarantee below), the employee contribution rates set forth above shall be superseded by the employee paying 15% of actual health care costs (medical claims, administrative costs (including stop loss insurance less recoveries) and pharmacy costs including pharmacy administrative fees less employee co-pays and deductibles) incurred in the prior calendar year. The District shall be responsible for the remaining 85% of actual health care costs, as discussed by the parties.

The District will determine a rate as a percentage of salary for Employee Only, Employee + 1 and Family based on the actual cost of each plan for the previous twelve (12) months. The employee contribution rates for 2022 shall be in effect until March 31, 2023 with rate adjustments starting on April 1, 2023. Actual cost represents medical claims, administrative costs (including stop loss insurance less recoveries) and pharmacy costs including pharmacy administrative fees incurred for the prior year less employee copays and deductibles. For determining the employee rate, participation for the prior year will be averaged for Employee Only as one participant, Employee + 1 as two participants, and Family by the number of lives divided by employees who have Family coverage.

Rates for 2023 starting on April 1st will then be converted to a percentage of salary for the type of insurance as follows: Employee Only, Employee + 1, and Family

The annual employee health care contribution increases, if any, will be capped at no more than eight percent (8.00%) from the previous year. Any increase in health care costs in excess of 8.00% shall be borne solely by the District.

Effective April 1, 2023, if there is an increase in costs in excess of 8.00%, the District may reopen negotiations on the following topics: co-pays, deductibles and out-of-pocket maximums, in order to reduce overall costs of providing health care for the following plan year.

If any other employee group receives an overall better benefit or the same overall benefit level at an aggregated lesser cost, the same overall benefit and/or reduced cost shall be offered to the Coalition.

Effective January 1, 2023, and thereafter, any savings to the District generated by implementation of the employee's payment of a percentage of premium versus payment of an employee's percentage of salary shall be deposited into the Pension Fund in the following fiscal year. To determine the District's cost savings, there shall be a comparison between the employee cost if the salary percentages paid in 2022 had continued, and the employee costs of paying a percentage of premium currently being paid. If at any time the District attempts to be relieved of this obligation, the employee share of premiums shall, upon request, immediately revert to the percentage of salary in place at the beginning of the contract.

MEDICAL PPO

Covered Services			
	In Network-tier 1	In Network- tier 2	Out of Network – tier 3
Deductible			
Individual	\$300	\$350	\$1,500
Family	\$900	\$1,050	\$4,500
Out of Pocket Maximum			
Individual	\$1,000	\$1,500	\$3,500
Family	\$2,000	\$3,000	\$7,000
Preventive Care Visits and Health Screenings	Covered at 100%	Covered at 100%	Not covered
Office visits – non preventive office visits	\$20 primary care \$30 specialist	\$25 primary care \$35 specialist	40% of PPO allowed rate after the deductible plus balance of bill
Annual Deductible must be paid before Plan covers these services:	YOU PAY After Tier 1 deductible	You Pay After Tier 2 deductible	You Pay after Out-of-Network Deductible
Specialized imaging procedures such as CT /CAT scans, MRI and PET			
Provided in a hospital setting	10%	25%	40% PPO allowed rate plus balance
Provided in a free standing imaging center	-0-	-0-	40% PPO allowed rate plus balance
Diagnostic Laboratory			
In a hospital setting	10%	25%	40% PPO allowed rate plus balance
For covered lab tests with the lab savings program	-0-	-0-	40% PPO allowed rate plus balance
Outpatient Services			
	In Network-tier 1	In Network- tier 2	Out of Network – tier 3
Surgical	10%	25%	40% of PPO allowed rate plus balance of bill
Outpatient rehab – physical, occupational or speech therapy– limit 60 visits combined each calendar year	10%	25%	40% of PPO allowed rate plus balance of bill
Emergency Room Treatment	\$150 plus 10% after the deductible has been met. Copay waived if admitted	\$150 plus 10% after the deductible has been met. Copay waived if admitted	\$150 plus 10% of PPO allowed rate after the deductible has been met Copay waived if admitted
Hospital Stay including surgery, anesthesiology, diagnostic testing	10%	25%	40% of PPO allowed rate plus the balance
Mental Health & Substance			
Abuse Inpatient hospitalization	10%	25%	40% of PPO allowed rate plus the balance
Office visits	\$20/\$35	\$25/\$35	40% of PPO allowed rate plus the balance
Alternatives to Hospital Care			
Skilled nursing facility Home health care, hospice care	10%	25%	40% of PPO allowed rate plus the balance
Maternity Services			
Pre and post-natal visits	\$20 first visit only	\$25 first visit only	40% of PPO allowed rate plus the balance
Delivery and Hospital Stay	10%	25%	40% of PPO allowed rate plus the balance
OTHER SERVICES			
Durable Medical Equipment (DME) Oral surgery	10%	25%	40% of PPO allowed rate plus the balance

MEDICAL HMO

If care is approved by your HMO Primary Care Physician (PCP) YOU PAY:	
DOCTORS VISIT	
Primary Care Physician	\$25
Specialist	\$35 (copay when approved by PCP)
Pre-natal visits	\$25 copay first visit
HOSPITAL (all hospital services must be approved by PCP)	
Inpatient Admission	\$200 Copay for Inpatient Admission
Surgery (Inpatient & Outpatient)	\$200 Copay for Inpatient Admission/\$200 Copay for Outpatient Admission
Maternity Delivery Care in The Hospital for Mother and Baby	\$200 Admission Copay
PREVENTATIVE SERVICES	
Routine checkups for adults & children; well-baby care; well-women visits; mammograms; DRE & PSA; colonoscopies; hearing tests	\$0 Copay
EMERGENCY SERVICES	
Emergency Room Treatment	\$150 Copay (Waived if Admitted)
Ambulance – Life Threatening	\$0 Copay
MENTAL HEALTH AND SUBSTANCE ABUSE (Must be Pre-Approved by PCP)	
Outpatient Therapy	\$25 copay
Inpatient Care	\$200 Copay Each Admission
OUTPATIENT REHAB THERAPY (Must be Pre-Approved by PCP)	
Physical, Speech and Occupational Therapy	\$0 Copay; Limit of 60 Visits Combined Each Calendar Year
OTHER SERVICES (Must be Pre-Approved by PCP)	
Skilled Nursing Facility	\$0 Copay; Limited to 120 Days a Year
Durable Medical Equipment Hospice Home Health Care Ambulance Transport between Hospitals	\$0 Copay

PRESCRIPTION DRUG CO-PAYS

Chicago Park District Prescription Drug Deductible	
	Household Deductible
1/1/2020	\$35.00
1/1/2021	\$45.00
1/1/2022	\$55.00

PHARMACY

Prescription Medications	You Pay
Retail: 30 day supply Short term medications (3 fills only)	Generic \$10 copay Formulary Brand* \$30 Non-Preferred Formulary Brand* \$45
Maintenance medications –up to three fills at retail, then mail order is mandatory. Mail order provides up to a 90 day supply	Generic \$25 copay Formulary Brand* \$75 Non-Preferred Brand Formulary *\$112.50
Specialty medications Must be purchased CVS CARMARK Specialty Pharmacy	Generic \$10 copay Formulary Brand* \$30 Non-Preferred Brand Formulary *\$45
*Copay differential	If you choose a brand name when a generic is available, you will pay the generic copay plus the difference in cost between the brand and the generic
Advanced Control Formulary	Your plan has adopted the Advanced Control Formulary effective January 1, 2019.
Deductible	\$35 annual deductible per family, per year (2020)

This benefit plan allows up to three (3) fills at retail which means that a 90 day supply is mandatory on the 4th fill. *Any medications for the treatment of conditions that are considered chronic or long term, such as for high blood pressure, heart disease or diabetes are considered maintenance medications. You have a choice to have the 90 days via mail order with delivery to your home or you may obtain 90 days at retail at any CVS pharmacy, including those inside Target stores. If you continue to use a retail pharmacy for maintenance of medications you will pay the full price of the medication.*

DENTAL

Plan	DPPO		DHMO – HS205
	In network	Out-of-network	In network only
	YOU PAY		
Diagnostic and Preventive Oral exams Cleanings X-rays (limits may apply)	\$0	20% plus balance over usual and customary	\$0
Deductible (Max of 3 per family)	\$50	\$50	No deductible
Simple restorative	20%	40% plus balance over usual and	Co-payments apply
Major restorative	40%	60% plus balance over usual and	Co-payments apply
Orthodontia*	50%	50% plus balance over usual and	Co-payments apply
<p>*In the PPO, the orthodontic benefit is for children 18 years of age or younger. This benefit is limited to a \$1,000 lifetime maximum. In the HMO there is a \$1,900 copayment.</p>			
Maximum dental benefits	\$1,500	\$1,500	No annual maximum

VOLUNTARY VISION

Benefit	Description	Copay	Frequency
Your Coverage with an in-network Provider			
Well Vision Exam	Focuses on your eyes and overall wellness	\$25 for exam and glasses	Every 12 months
Prescription Glasses			
Frame	\$150 allowance for a wide selection of frames \$170 allowance for featured frame brands 20% savings on the amount over your allowance	Combined with exam	Every 24 months
Lenses	Single vision, lined bifocal, and lined trifocal lenses Polycarbonate lenses for dependent children	Combined with exam	Every 12 months
Lens Enhancements	Standard progressive lenses Premium progressive lenses Custom progressive lenses Average savings of 35-40% on other lens enhancements	\$0 \$80 - \$90 \$120 - \$160	Every 12 months
Contacts (instead of glasses)	\$150 allowance for contacts; copay does not apply Contact lens exam (fitting and evaluation)	Up to \$60	Every 12 months
Diabetic Eye care Plus Program	Services related to diabetic eye disease, glaucoma and age-related macular degeneration (AMD). Retinal screening for eligible members with diabetes. Limitations and coordination with medical coverage may apply. Ask your in-network doctor for details.	\$20	As needed
Extra Savings	Glasses and Sunglasses Extra \$20 to spend on featured frame brands. 30% savings on additional glasses and sunglasses, including lens enhancements, from the same in-network provider on the same day as your Well Vision Exam. Or get 20% from any in-network provider within 12 months of your last Well Vision Exam.		
	Retinal Screening No more than a \$39 copay on routine retinal screenings as an enhancement to a Well Vision Exam		
	Laser Vision Correction Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities After surgery, use your frame allowance (if eligible) for sunglasses from any in-network doctor.		
Your Coverage with Out of Network Providers. Visit the website for details, if you plan to see a provider other than an in-network provider			
Exam up to \$50 Single Vision Lenses up to \$50 Lined Trifocal Lenses up to \$100 Contacts up to \$105		Frame up to \$70 Lined Bifocal Lenses up to \$75 Progressive Lenses up to \$75	
VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location.			

APPENDIX B
CHICAGO PARK DISTRICT – DRUG AND ALCOHOL POLICY

Section 1: Policy Statement

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

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

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

Section 2: Definitions

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

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

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

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

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

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

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

Section 3: Disciplinary Action

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

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

suspension with pay until test results are available. If the test results prove negative, any employee who had been placed on an emergency suspension shall be reinstated. In all other cases, the District will terminate all employees who:

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

Section 4: Drug and Alcohol Testing

- (a) The District may require drug and/or alcohol testing under the following conditions:
 - (i) where there is a reasonable suspicion that the employee has reported to work under the influence of or is at work under the influence of drugs or alcohol;
 - (ii) where an employee is involved in a workplace accident or fighting;
 - (iii) where follow-up testing is required after counseling or rehabilitation for substance abuse, up to a one-year period; or
 - (iv) where testing is required by state or federal government regulations or otherwise required by law.
- (b) Employees to be tested will be required to sign a consent form and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, he or she will be subject to termination.
- (c) Drug and alcohol testing will be conducted by an accredited independent laboratory and may consist of either blood or urine tests, or both. The District reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth by the United States Department of Health and Human Services shall be regarded as "positive" and shall presumptively establish that the tested employee was under the influence of drugs.

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

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

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

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

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

Section 5: Employee Assistance Program

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