



# City of Chicago



02023-1494

Office of the City Clerk

## Document Tracking Sheet

|                                 |  |
|---------------------------------|--|
| <b>Meeting Date:</b>            | 4/10/2023  |
| <b>Sponsor(s):</b>              | Dept./Agency   |
| <b>Type:</b>                    | Ordinance  |
| <b>Title:</b>                   | Collective bargaining agreement with American Federation of State, County and Municipal Employees Council 31 |
| <b>Committee(s) Assignment:</b> | Committee on Workforce Development   |



DEPARTMENT OF LAW  
CITY OF CHICAGO

April 10, 2023

TO THE HONORABLE, THE CHAIRMAN AND  
MEMBERS OF THE CITY COUNCIL COMMITTEE ON  
WORKFORCE DEVELOPMENT

Ladies and Gentlemen:

I transmit herewith, together with the Budget Director, an ordinance authorizing the execution of the Collective Bargaining Agreement between the American Federation of State, County and Municipal Employees, Council 31 (AFSCME) and the City of Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

John L. Hendricks  
Acting Corporation Counsel

## ORDINANCE

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:**

**SECTION 1.** The City Council hereby approves an agreement, substantially as set forth in the term sheet attached hereto (Term Sheet for the Collective Bargaining Agreement between the American Federation of State, County and Municipal Employees, Council 31 (AFSCME) and the City of Chicago, dated March 27, 2023), between the City of Chicago and the American Federation of State, County and Municipal Employees, Council 31. The Mayor is authorized to execute that agreement.

**SECTION 2.** This ordinance shall be in force and effect upon its passage and approval.

March 27, 2023

**Term Sheet for the Collective Bargaining Agreement between the American Federation of State, County and Municipal Employees, Council 31 (AFSCME) and the City of Chicago**

1. **Term:** July 1, 2022, through June 30, 2027—5 years (effective upon ratification by the bargaining unit and City Council)
2. **Base Salary Increases:** 18.25% - 24.25%

|                   |             |
|-------------------|-------------|
| Effective 7/1/22  | 3.0%        |
| Effective 1/1/23  | 3.0%        |
| *Effective 1/1/24 | 3.0% - 5.0% |
| *Effective 1/1/25 | 3.0% - 5.0% |
| *Effective 1/1/26 | 3.0% - 5.0% |
| Effective 1/1/27  | 3.25%       |

\*In these years, the percentage increase varies depending upon the U.S. City Average CPI-U. If the CPI-U is 5% or more, then the percentage increase will be 5%. If it is between 3% and 5%, the percentage increase will be equal to the CPI-U, rounded to the nearest tenth of one percent. If it is 3% or less, the percentage increase will be 3%. The June CPI-U released in July of the preceding year will be used to determine the percentage increases in 2024, 2025 and 2026.

3. **Other Economic Terms:** Set forth in the attached, signed Memorandum of Agreement and includes:
- **Signing Bonus:** Effective 1/1/24, City will provide a lump sum signing bonus/pandemic pay bonus in the amount of \$1,000; the City will provide a \$2,000 bonus effective 1/1/25.
  - **Deferred Compensation:** Effective 1/1/24, City will contribute \$1.50 for each dollar contributed by each employee up to a maximum of \$750/year. Effective 1/1/27, the City will contribute \$1.75 for each dollar contributed by each employee up to a maximum of \$875/year.
  - **Paid Parental Leave:** Extended the City's Paid Parental Leave policy to AFSCME represented employees.
  - **Holidays:** Added the Juneteenth holiday.
  - **Salary Schedule/Regrades:** Adjusted/upgraded various titles and the salary schedules

- **Probationary Employees:** Provide vision benefits to probationary employees.
- **Sick Leave:** Part time employees accrue sick leave at 1 hour for every 25 hours worked.

4. **Other Terms:** Set forth in the attached, signed Memorandum of Agreement and includes:

- **Vacations:** For new hires, allow use of their vacation time during their first year of employment. For all employees, 5 vacation days can be carried over, 7 vacation days if the employee has 10 or more years of service
- **Telework:** Extended the City's telework agreement to AFSCME and established a committee to further study and make recommendations regarding telework.
- **Change in Pay Dates:** Move the pay dates for employees to make it consistent for our represented work force.
- **Direct Deposit and Electronic Deposit Advice:** Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- **Hiring/Filling Vacancies:** Adjusted the hiring process to expedited filling vacancies.
- **Union Security/Janus:** Agreed to Janus language consistent with our obligations under the law, including employer neutrality and providing information.
- **Medical Leaves:** Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- **Committee on Retiree Health Care:** Established a working group to study retiree health care.
- **Safety:** Provided for the arbitration of safety claims and more flexibility of items to be discussed in the existing safety committee.
- **Probationary Employees:** Provided for discussion with the union about concerns of probationary employees' performance as necessary.

- **Discrimination:** Included gender identity as a category in the prohibition of discrimination language.
- **Diversity Goals:** Agreed to support goals and policies to advance racial and gender equity and eradicate systemic racism.

## MEMORANDUM OF AGREEMENT

This Agreement, made by and between the City of Chicago (the "City") and AFSCME Council 31 (the "Union") this 24<sup>th</sup> day of February, 2023 as follows:

1. The City and the Union hereby extend the terms of the 2017-2022 collective bargaining agreement, except as modified herein, for the period beginning July 1, 2022 through 11:59 p.m. June 30, 2027.

2. The City and the Union hereby adopt all tentative agreements as attached hereto pertaining to the following Sections of the Agreement:

- Section 3.2 - Right of Access
- Section 3.3 – Bulletin Boards
- Section 4.1 – Labor/Management meetings
- Section 4.2 – Health and Safety
- Section 4.5 - Quality of Public Services Committee
- Section 6.1 – Holidays (adding Juneteenth)
- Section 7.3 – Forfeiture of Vacation
- Section 11.8 – Parental Leave
- Section 12.10 – Probationary Employees
- Section 15.1 – Personnel Transactions
- Section 24.1 – Prohibitions Against Discrimination
- Memorandum of Agreement on Teleworking

3. The City and the Union hereby adopt all of the following economic changes as attached hereto pertaining to the following Sections of the Agreement:

- Section 5.1 – Rates of Pay (including Library Page minimum rates)
- Section 5.2 – Title Regrades
- Section 5.2 – Salary Schedule
- Section 5.4 -- COVID-19 Pandemic Pay
- Section 6.1 – Current Holidays (retain current Library holiday language)
- Section 6.5 – Sick Leave
- Section 7.1 - Vacation time Usage for Newly Hired Employees
- Section 7.3 – Vacation Carryover
- Article 9 - Deferred Compensation
- Article 10 – Group Health (working group to study retiree health care)
- Section 12.10 – Probationary Employees (adding vision benefit)

4. The City and the Union hereby adopt all of the following language changes as attached hereto pertaining to the following Sections of the Agreement:

- Section 1.3 – Employer Neutrality

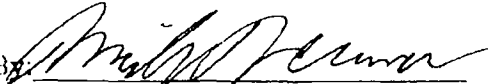
- Section 3.6 – Pay for Meetings
- Section 4.1 – Labor/Management (including side letter on teleworking)
- Section 4.4 – Job Evaluation Committee
- Section 5.3 – Payment of Wages
- Section 11.4(b) and (e) – Unpaid Medical and FMLA Leaves
- Section 12.4(f) – Break in Service
- Section 12.6 – Balancing the Workforce
- Section 12.7(c), (i), (n) – Filling of Permanent Vacancies
- Section 13.1 – New or Merged Job Classifications
- Section 15.1 – Personnel Transactions (merged with Section 15.3)
- Section 16.4 – Changes in Schedules
- Section 16.6 – Overtime Procedures
- Section 19.2 – Limitation
- Section 21.4 – Grievance Resolution
- Section 25.1 – Indemnification/Authorization
- Section 25.4 - Failure to Make Timely Dues Deductions
- Section 27.1 – Drug and Alcohol Testing
- Memorandum of Agreement on Teleworking (revised)
- Memorandum of Agreement on Sunday Library Hours (revised)
- Side Letter on Diversity Goals

5. This Agreement is subject to ratification by the Union’s membership in accordance with its rules and by-laws, and by the City Council of the City of Chicago, and shall become effective upon said ratifications. All changes in contract language, wages and benefits shall take effect on the date of final ratification by both parties unless otherwise provided in the particular tentative agreement.

In Witness Whereof, the parties have affixed their signatures below by their respective representatives.

**FOR AFSCME COUNCIL 31:**

**FOR THE CITY OF CHICAGO:**

By: 

By: Michael W Duffe (COPTA)

By: \_\_\_\_\_

By: 

By: \_\_\_\_\_

By: \_\_\_\_\_

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By: \_\_\_\_\_

By: \_\_\_\_\_

Date: March 24, 2023

Date: 3/27/23

**Article 3, Section 3.2, Right of Access:** add the following language to the text of Section 3.2 as follows –

Duly authorized officials of the Union will be permitted to enter Employer facilities at any reasonable time for purposes of handling grievances, **including meetings with one or more employees without loss of pay as set forth in Section 21.2 of this Agreement.** observing conditions under which employees are working, or attending meetings mandated or permitted by this Agreement.

The Union will not abuse this right, and such right of entry, **including any meetings with employees,** shall be consistent with current practices and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Any time off with pay provided for under this Article shall be at the employee's appropriate rate of pay as though the employee were working. (New language underlined).

**Article 3, Section 3.3, Bulletin Boards:** revise the current text of Section 3.3 as follows

The Employer shall provide bulletin boards or space on bulletin boards at each Employer physical site, the number, size and location to be mutually agreed to by the Employer and the Union. The said bulletin boards or space shall be for the sole and exclusive use of the Union for Union business. Posted material shall not be abusive, inflammatory or partisanly political in nature and shall be signed and dated prior to posting.

**In addition, the Union shall have the right to use Employer email and mailboxes to communicate with bargaining unit employees regarding negotiation and/or administration of the contract, investigation of grievances and work-related complaints, and internal matters involving the Union.** (New language underlined).

**Article 4, Section 4.2, Health and Safety:** revise the current text of Section 4.2 as follows:

Joint Labor-Management, Health and Safety committees shall be established in each Department with an equal number of Union and Employer representatives. The committees shall meet regularly to identify, inspect, and correct unsafe or unhealthy working conditions which may exist, or such other health and safety subjects as one or both parties may request to be reviewed. For City Hall, ~~the Kraft Building~~, and other multi-Department buildings, the committee shall be composed of representatives of the various Departments, and shall include a representative of the Commissioner of ~~General Services~~ AIS and the Director of Labor Relations.

Employees may submit health and safety complaints to the applicable committee. A majority of the Committee may recommend remedial action. If health and safety problems are not resolved by the Department Committee, they may be referred to a City-wide committee for consideration. Any City-wide committee shall have an equal number of Union and Employer representatives and shall include the Commissioner of ~~General Services~~ AIS and the Director of Labor Relations. (New language underlined; deleted language struck through).

**Article 4, Section 4.5, Quality of Public Services Committee:** tentative agreement on adding new paragraph (g) below --

The parties recognize their mutual interest in improving the quality of public service and recognize that involving employees through their Union in the identification of and solution to the problems of delivering quality services is critical to the accomplishment of that goal.

A joint committee, comprised of three individuals selected by the Employer and six bargaining unit employees and Union staff selected by the Union, is hereby established with the responsibility of studying and recommending proposals to improve the quality of public services and the quality of union-management relationships. The Committee shall address means of accomplishing its goals through activities including but not limited to the following:

- a. Establishing guidelines for quality of public service projects involving bargaining unit employees
- b. Conducting research
- c. Undertaking demonstration projects
- d. Utilizing joint labor-management training programs
- e. Suggesting agency-level workplace improvement projects
- f. Fostering cooperative union-management initiatives at all levels.
- g. Improving the hiring process and eliminating delays.

Upon the mutual agreement of the Employer and the Union, the recommendations of the committee may be implemented in the manner and fashion the parties shall decide. (New language underlined).

**Article 6, Section 6.1, Current Holidays:** amend Section 6.1 by adding the following – Employees shall receive the following holidays off without a reduction in pay:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Casimir Pulaski Day
6. Memorial Day
7. **Juneteenth**
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission will not be unreasonably denied. A suspension without pay shall not begin or end on a scheduled work day immediately preceding or following a holiday.

A full-time employee will be considered to have worked a full day if the employee works five (5) or more hours. Part-time employees shall be considered to have worked a full day on a pro-rata basis.

~~The parties agree that the following days shall not be holidays for all employees of the Chicago Public Library:~~

~~Columbus Day~~

~~Veterans Day~~

~~All employees of the Chicago Public Library shall be granted two (2) personal business days during each calendar year of the collective bargaining agreement.~~

The procedure for granting, requesting, and approving the use of personal days shall be in accordance with the current practice during the life of the collective bargaining agreement.

In addition to the foregoing ~~twelve (12)~~ **thirteen (13)** paid holidays, employees shall receive one (1) personal day, which may be scheduled in accordance with the procedures for vacation selection set forth in Section 7.6 below. If an employee elects not to schedule said personal day as provided above, the employee may request his/her Department to use said personal day. Requests shall not be unreasonably denied. It is understood that the provisions of Section 11.6 of this Agreement apply to this personal day. If an employee is required to work on a scheduled personal day by the Employer, the employee shall be entitled to holiday pay pursuant to Section 6.4. (New language is underlined; deleted language is struck through).

**Article 7, Section 7.3, Forfeiture of Vacation:** tentative agreement on changing “June 1” to “June 30” below –

Except as provided herein, all earned vacation leave not taken in the vacation year it is due shall be forfeited unless the employee was denied vacation by the Employer. Notwithstanding the foregoing, if an employee still has unused vacation time during the fourth quarter of the vacation year, the employee upon giving written notification to the Employer before December 15th of the vacation year, may carry over no more than three (3) such days (effective the first full calendar year following approval of the Agreement by City Council, employees having completed 10 or more years of continuous service may carry over no more than five (5) such days) into the next vacation year. All such vacation days deferred in this fashion must be scheduled upon mutual agreement of the Employer and employee and taken before ~~June 1~~ June 30 of the vacation year into which they are carried over. Employees on duty disability shall retain any vacation leave earned prior to being placed on duty disability leave, together with all vacation time earned during the period of duty disability for the twelve (12) months following the date in which the person became disabled, and shall be entitled to use such vacation time within twelve (12) months following their return to work. (New language underlined; deleted language struck through).



**Article 11, Section 11.8, Parental Leave** -- amend the current text of Section 11.8 as follows:

An employee wishing to take paid parental leave must apply and be eligible for Family Medical Leave Act (FMLA) leave. An employee is eligible for FMLA leave if ~~he or she has~~ they have been employed by the City for at least 12 months before taking the leave and has worked at least 1250 hours during the 12-month period immediately prior to the leave. Effective January 1, 2023, eligible employees may be granted the following paid parental leaves, in conjunction with and as part of an approved FMLA leave:

- ~~Up to four (4) weeks paid maternity leave to a birth mother to recover from a non-surgical delivery; or twelve (12) work weeks of paid parental leave for either the birth of the employee's biological child or children, (including the employee's biological children born using gestational surrogacy), or for the adoption or foster of a child or children by the employee. Any paid parental leave is to be taken within the first year following either the child or children's date of birth, or the initial date of placement in the employee's home in the case of adoption or foster care. Paid parental leave may only be taken once per birth or placement event and must be used before a biological child turns one (1) year old or prior to the one (1) year anniversary of initial placement in the case of adoption or foster care. Any unused paid parental leave will be forfeited at the end of such a rolling year period.~~
- ~~Up to eight (8) six (6) work weeks paid maternity leave to a birth mother to recover from a C-section delivery; or of paid leave for employees who are acting as gestational surrogates for their own recovery for routine childbirth. If postpartum complications arise that require additional leave, the employee may receive a maximum of twelve (12) work weeks of paid leave, provided that sufficient medical certification is provided to the employee's department. Such paid leave may only be taken once per birth event and must be taken within one (1) year following the event. Any unused paid leave will be forfeited at the end of such a rolling year period.~~
- ~~Up to two (2) weeks paid parental leave for the birth of a child or children to an employee spouse or domestic partner of the birth mother; or~~
- ~~Up to two (2) weeks paid parental leave for the adoption of a child or children by an employee or the spouse or domestic partner of the employee.~~

~~Paid parental leave may be combined with other earned paid time off such as vacation and/or sick time to achieve the maximum amount of paid time off from work while taking FMLA leave. Procedures for requesting and returning from paid parental leave, including complying with the leave process, are governed by the City's Paid Parental Leave Policy.~~ Notwithstanding any other provision of this Agreement, paid parental leave shall be granted as part of an approved FMLA leave.

**Article 12, Section 12.10, Probationary Employees:** amend paragraph two, subparagraph (1) as follows –

Probationary employees may be disciplined or discharged, as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedure, provided that,

(1) after the first six (6) months of the probationary period, if the Employer intends to impose a disciplinary suspension on the probationary employee where the suspension will result in a loss of pay, prior to imposing the suspension, except in an emergency or where the employee is unavailable, the Employer shall notify the employee and the Union, and upon request from the Union, will schedule a meeting with the Union and the employee to discuss and allow the employee to respond to the accusations. In addition, **during this period, if the Employer has concerns about the probationary employee successfully completing the probationary period, the Employer shall notify the Union of such concerns, and upon request by the Union, the Employer shall meet with the Union and discuss them with the Union;** and/or . . . . (New language underlined; deleted language is struck through).

**Article 15, Section 15.1, Personnel Transactions:** add the following new language --

The Employer shall monthly notify the Union in writing as to the following personnel transactions involving unit employees within each department, with work locations, if available in the Employer's records: new hires, promotions, bid numbers, if such are used, demotions, reclassification, layoffs, reemployments, transfers, leaves of absence, returns from leaves, suspensions, terminations, retirements, resignations, discharges and any other information mutually agreed to by the parties. In addition, on not less than a bi-monthly basis, the Employer's Department of Human Resources shall notify the Union via electronic mail ~~within 10 calendar days from the date of hire~~ of all new persons hired into bargaining unit positions in each Department during the prior pay period. The Union shall advise the Employer in writing of the current address to be used for the purposes of this Section. Each 60 days the Employer shall furnish the Union with a seniority roster which shall include the employee's classification, department, seniority date, home address and Social Security Number. **Nothing herein shall preclude the Employer from providing some or all of the information required by this Section on a more frequent basis should the Employer determine during the life of this Agreement that it has the ability to do so.** (New language underlined; deleted language is struck through).

**Article 24, Section 24.1, Prohibition Against Discrimination:** tentative agreement on adding “gender identity” below --

The Employer agrees not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual preference, marital (including parental) status, age, national origin, gender identity, or mental and/or physical handicap. (New language underlined).

## MEMORANDUM OF AGREEMENT ON TELEWORKING

This Memorandum of Agreement ("Agreement") is made and entered into as of the dates set forth below, by and between the City of Chicago and AFSCME Council 31, ("the Union").

This Agreement shall establish the framework for the implementation of a telework option for individual employees in certain job titles within the various Departments in the City of Chicago. While the parties agree that allowing employees to perform their duties remotely may have a positive benefit to a Department's overall operation, the successful implementation of remote and/or hybrid work schedules depends upon a number of factors, including the specific nature of the duties of a job classification, the operational needs and efficiencies of the individual Departments, the need to serve the public in an in-person capacity, the work load of an individual employee, an employee's individual work and disciplinary history, and the employee's ability to work in a remote and unsupervised work environment.

All employees who are selected for participation in a telework program will be subject to the terms of the current Telework Policy as implemented by the City of Chicago for its non-represented work force, and as this Policy may be amended from time to time by the City in its discretion. All references to the exclusion of "represented employees" in the policy shall be deemed to be inapplicable to members of the bargaining unit. A copy of the current Telework Policy is attached hereto and made a part of this Agreement. Such provisions of that Telework Policy shall include, but are not limited to, the following criteria:

1. All telework assignments will be subject to Department Head approval, which may be withdrawn at any time by the Department Head in their discretion, consistent with the Telework Policy.
2. Employees working in such arrangements must certify that they have sufficient work for a minimum of seven (7) hours a day of work, that they have not been on a performance improvement plan in the previous six (6) months or disciplined within the prior twelve (12) months, and that they have appropriate equipment and a safe work space to be able to work from home.
3. Employees working in such arrangements must sign a Telework Agreement, a copy of which is attached to the Telework Policy, as well as adhere to all conditions of telework assignment set forth by the Department.
4. Any violations of the Telework Policy, the Telework Agreement, and/or the specific conditions determined by the Department for that work assignment, will result in the loss of the telework arrangement, removal from any future telework assignments, and discipline up to and including discharge in the appropriate circumstances.
5. The provisions of the policy and its implementation are not subject to the provisions of Article 21 of the Collective Bargaining Agreement

This policy shall become effective thirty (30) days from the date of signature of this Memorandum of Agreement as shown below, and may be revised or withdrawn at any time by the City of Chicago upon fifteen (15) days written notice to the Union.

In witness whereof, the parties have affixed their signatures below by their authorized representatives.

**CITY OF CHICAGO**

**AFSCME COUNCIL 31**

/s/ Michael W. Duffee  
By: \_\_\_\_\_

/s/ Michael Newman  
By: \_\_\_\_\_

Dated: 6/30/2022

Dated: 6/30/2022

February 23, 2023

**CITY OF CHICAGO  
EIGHTH PROPOSAL ON ECONOMIC ITEMS**

The following are revisions to the economic proposals previously made by the City of Chicago. All prior proposals not revised herein remain as proposed:

1. **Section 5.1 – Rates of Pay** - The following wage increases will be instituted for all employees on the dates specified below:

|                  |                 |
|------------------|-----------------|
| Effective 7/1/22 | 3.00%           |
| Effective 1/1/23 | 3.00%           |
| Effective 1/1/24 | 3.00% -- 5.00%* |
| Effective 1/1/25 | 3.00% – 5.00%*  |
| Effective 1/1/26 | 3.00% – 5.00%*  |
| Effective 1/1/27 | 3.25%           |

\*In each of the three years 2024, 2025 and 2026, the percentage increase varies between 3.00% and 5.00%, depending upon the U.S. City Average CPI-U. If the CPI-U is 5.00% or more, then the percentage increase shall be 5.00%. If the CPI-U is between 3.00% and 5.00%, the percentage increase shall be equal to the CPI-U, rounded to the nearest tenth of one percent. The U.S. City Average June CPI-U released in July of the preceding year will be used to determine the percentage increases in the three years 2024, 2025 and 2026.

**The parties further agree that the wage increases set forth above shall be retroactive to July 1, 2022, unless the parties mutually agree to another date. Such retroactive wage increases shall be payable to affected employees who, as of final ratification of the successor collective bargaining agreement, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are former employees who retired effective between July 1, 2022 and the date of final ratification of such agreements by the City of Chicago, inclusive.**

~~On the Effective date of this Agreement~~ July 1, 2022, and on each successive July 1 thereafter, all Library Pages who are in their first 12 months of employment shall be paid at a rate equivalent to ~~\$2.00/hour~~ ~~\$1.00/hour~~ **\$1.50/hour** above 95% of the ~~greater of the then current Base Wage, Ordinance hourly rate, or the City of Chicago Minimum Wage established by Executive Order 2014-1, as annually adjusted by the formula set forth therein.~~ All other Library Pages shall receive \$2.00 above 100% of the City of Chicago Minimum Wage.

There will be no other wage adjustments paid to the Library Pages under the terms of this Agreement, and under no circumstances shall a Library Page be eligible to receive the “negotiated rate” adjustments as set forth in Article 5, Section 5.1 of this Agreement.

2. **Section 5.4 (New) – COVID-19 Pandemic Pay:** In recognition of employees’ service during the continuing COVID-19 pandemic, all employees who were on the payroll, on approved leave, on layoff with recall rights, at any time between July 1, 2022, and the date of final

ratification of this Agreement, and specifically including former employees who retired or were otherwise separated from service on or after July 1, 2022, shall receive (1) a one-time, lump sum bonus of \$1,000.00 on January 1, 2024 and (2) a one-time, lump sum bonus of \$2,000.00 on January 1, 2025.

3. **Section 6.1, Current Holidays:** modify the City's proposal and retain current contract language as follows concerning holidays for the Chicago Public Library. The remaining part of the City's proposal on Section 6.1 remains as agreed:

**The parties agree that the following days shall not be holidays for all employees of the Chicago Public Library:**

**Columbus Day**

**Veterans Day**

**All employees of the Chicago Public Library shall be granted two (2) personal business days during each calendar year of the collective bargaining agreement.**

4. **Section 6.5, Sick Leave:** change the language in paragraph 7 of Section 6.5 as follows:

Employees who are not currently eligible for paid sick leave under **the other provisions** of this Section shall accrue paid sick leave at the rate of one **(1)** hour for every ~~forty (40)~~ ~~thirty (30)~~ **twenty-five (25)** hours worked, up to a minimum of forty (40) hours per calendar year. ~~All accruals of paid sick time under the terms of this paragraph for existing employees shall commence on July 1, 2017.~~ All other employees who are hired after July 1, 2017 or who have not completed 180 days of continuous employment with the Employer as of that date, shall accrue sick time once they have completed 180 days of continuous employment with the Employer. All other requirements of this Section 6.5 contained in paragraphs three (3) through six (6) inclusive, as well as other rules maintained by the Employer governing the use and payment of sick leave, shall apply to the sick leave provided hereunder. The parties specifically waive any coverage under the provisions of the City of Chicago Ordinance concerning paid sick leave to persons covered by this Agreement.

5. **Section 7.1, Vacations** – the City proposes to change the provisions of Section 7.1 per the attached proposal.

6. **Section 7.3, Vacation Carryover** – add the following new language to Section 7.3:

Except as provided herein, all earned vacation leave not taken in the vacation year it is due shall be forfeited unless the employee was denied vacation by the Employer. Notwithstanding the foregoing, if an employee still has unused vacation time during the fourth quarter of the vacation year, the employee upon giving written notification to the Employer before December 15th of the vacation year, may carry over no more than ~~three (3)~~ **five (5)** such days (effective the first full calendar year following approval of the Agreement by City Council; employees having completed 10 or more years of continuous service may carry over no more than ~~five (5)~~ **seven (7)** such days) into the next vacation year. All such vacation days deferred in this fashion must be scheduled upon



mutual agreement of the Employer and employee and taken before June 1 of the vacation year into which they are carried over. Employees on duty disability shall retain any vacation leave earned prior to being placed on duty disability leave, together with all vacation time earned during the period of duty disability for the twelve (12) months following the date in which the person became disabled, and shall be entitled to use such vacation time within twelve (12) months following their return to work.

7. **Article 9, Deferred Compensation:** add the following new language to Article 9 as follows:

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees without change during the term of this Agreement.

In addition to the above, effective January 1, 2023, the Employer will continue to make contributions, on a dollar-for-dollar basis, under a 401(a) Plan (or any similar successor plan agreed to by the parties) up to a maximum ~~total amounts per year shown below~~ of \$500 per year based on amounts deferred by each employee ~~in these same years~~ to that employee's 457 Plan. Such contributory obligation shall increase as set forth below as follows:

Effective January 1, 2024, the Employer will contribute \$1.50 for each dollar contributed by each employee under a 401(a) Plan (or any similar successor plan agreed to by the Union) up to a maximum of \$750 per year based on amounts deferred by each employee to the employee's 457 plan.

Effective January 1, 2027, the Employer will contribute \$1.75 for each dollar contributed by each employee under a 401(a) Plan (or any similar successor plan agreed to by the Union) up to a maximum of \$875 per year based on amounts deferred by each employee to the employee's 457 plan.

The City shall advise the Union at least semi-annually, of the total contributions it has made.

8. **Article 10, Group Health, Vision Care, Dental, Life, and Accident Benefits:** add the following to Article 10:

The Employer and the Union will establish a working group to study the feasibility of creating eligibility for employees who retire to be afforded insurance coverage at the applicable COBRA rates until Medicare eligibility.

9. **Section 12.10, Probationary Employees:** revise language in paragraph 2 of Section 12.10 as follows:

Probationary employees shall not be eligible for dental ~~or vision~~ insurance but shall receive all other fringe benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

10. **Section 5.2 – Regraded Titles:**

(i) the City proposes to regrade the following titles, effective on January 1, 2025.

| <b>Title and Code</b>                                   | <b>Current Grade</b> | <b>New Grade</b> |
|---|----------------------|------------------|
| • <b>Investigator – SVS Team (COPA)*</b>                |                      | <b>G07</b>       |
| • <b>GIS Analyst (TC 0620)</b>                          | <b>B13</b>           | <b>B14</b>       |
| • <b>Public Health Nutritionist II (TC3411)</b>         | <b>G03</b>           | <b>G04</b>       |
| • <b>Public Health Nutritionist III (TC3412)</b>        | <b>G04</b>           | <b>G05</b>       |
| • <b>Communicable Disease Investigator II (TC 3434)</b> | <b>B12</b>           | <b>B13</b>       |
| • <b>Graphic Artist III (TC 6409)</b>                   | <b>B12</b>           | <b>B13</b>       |
| • <b>Police Mental Health Clinician*</b>                |                      | <b>G08</b>       |
| • <b>Supervising Police Mental Health Clinician*</b>    |                      | <b>G09</b>       |

\* Notwithstanding the foregoing, these titles will be implemented not later than January 1, 2024.

(ii) The City agrees to perform desk audits of the following titles:

- **Clerk IV (Department of Finance)**
- **Payment and Service Representative (City Clerk and Department of Finance)**
- **SVS Investigator** (to examine whether this title should remain at Grade G07)

11. **Section 5.2 – Salary Schedule:** make the following adjustments on the B and G salary schedules on the dates shown below:

- Effective January 1, 2024, reduce the continuous service requirements by one (1) year in Steps 6 through 12 on the B schedule.**
- Effective January 1, 2024, reduce the time in Step “OB” on the B and G schedules from one (1) year to six (6) months.**

- (c) Effective January 1, 2026, add a new 13<sup>th</sup> Step on the B schedule after twenty-six (26) years of continuous service, at an amount 3.25% higher than the salary for Step 12.
- (d) Effective January 1, 2026, add a new 9<sup>th</sup> Step on the G schedule after two (2) years at Step 8, at an amount 3.25% higher than the salary for Step 8.
- (e) Effective January 1, 2025, regrade titles in grades 6 and 7 to grade 8.

**THE CITY RESERVES THE RIGHT TO MODIFY, CHANGE, ADD TO, AND/OR DELETE FROM THESE PROPOSALS UNTIL FINAL AGREEMENT IS REACHED ON ALL OUTSTANDING ISSUES.**

September 30, 2022

**PROPOSAL FOR VACATION TIME USAGE  
BY NEWLY HIRED EMPLOYEES**

The City of Chicago makes the following proposal on vacation time use by newly hired employees:

**Adopt the following new contract language in Article 7 – Vacations --**

- Add paragraph “(a)” before the first paragraph in “Section 7.1 – Amount”
- Add the following as new paragraph (b) in Section 7.1:

**(b) Notwithstanding the foregoing, newly-hired employees shall be permitted to request and schedule no more than six (6) vacation days earned during their first year of employment which would otherwise be credited to the employee beginning January 1 of the following year of their employment. The number of days newly-hired employees can request and schedule depends on their start date, as follows:**

- **Newly-hired employees who start employment with the City in January or February can request and schedule up to six (6) vacation days to be used during the time between their start date of employment through December 31 of their first year of employment.**
- **Newly-hired employees who start employment with the City in March or April can request and schedule up to five (5) vacation days to be used during the time between their start date of employment through December 31 of their first year of employment.**
- **Newly-hired employees who start employment with the City in May or June can request and schedule up to four (4) vacation days to be used during the time between their start date of employment through December 31 of their first year of employment.**
- **Newly-hired employees who start employment with the City in July or August can request and schedule up to three (3) vacation days to be used during the time between their start date of employment through December 31 of their first year of employment.**
- **Newly-hired employees who start employment with the City in September or October can request and schedule up to two (2) vacation days to be used during the time between their start date of employment through December 31 of their first year of employment.**

- Newly-hired employees who start employment with the City in November or December can request and schedule up to one (1) vacation day to be used during the time between their start date of employment through December 31 of their first year of employment.

In all such cases, any vacation days requested, scheduled, and used according to the foregoing provisions will be deducted from the vacation days that an employee accrues for use in the following year. Thereafter, an employee shall earn and be credited for vacation as provided in Section 7.1(a) above. (New language underlined).

**THE CITY RESERVES THE RIGHT TO MODIFY, CHANGE, ADD TO, AND/OR DELETE FROM THESE PROPOSALS UNTIL FINAL AGREEMENT IS REACHED ON ALL OUTSTANDING ISSUES.**

February 16, 2023

**CITY OF CHICAGO  
OUTSTANDING PROPOSALS**

The following is a list of outstanding revised language proposals by the City of Chicago including counterproposals to AFSCME Council 31 proposals:

This proposal is to be accepted or rejected as a package.

**1. Section 1.3, Employer Neutrality (TA'd) – add the following new Section:**

The Employer shall not ~~interfere with the relationship between bargaining unit employees and the Union or otherwise~~ discourage **bargaining unit** employees or applicants from becoming or remaining union members or from authorizing dues deductions. All inquiries about union membership **made by bargaining unit employees** shall be referred to the union, except the employer may communicate with employees regarding payroll procedures. ~~The Employer shall establish and make a good faith effort to prohibit and block specific email addresses and/or domains which have been identified as being used~~ the use of its ~~email system and/or other communication systems by any third party~~ **in the above conduct, and shall work cooperatively with the Union to implement measures** shall implement a policy intended in an attempt to block similar such efforts. **The Employer shall implement a policy in good faith to block the use of its email system by outside third parties from engaging in conduct prohibited by Section 10(a)(8) of the Illinois Public Labor Relations Act.**

The Employer shall not disclose to any person or entity information ~~set forth~~ that the employer **reasonably** knows ~~or should know will be used~~ **is being requested solely** to interfere with, restrain, coerce, deter, or discourage any employee from: (i) becoming or remaining members of a labor organization, (ii) authorizing representation by a labor organization, or (iii) authorizing dues or fee deductions to a labor organization, **unless such information is otherwise required to be disclosed under applicable law.**

The Employer shall not disclose any employee information that is exempted or prohibited from disclosure by the Illinois Public Labor Relations Act, **unless disclosure is required under any other applicable law, the Illinois Pension Code, or the Freedom of Information Act.**

**2. Section 3.6, Pay for Meeting (TA'd) -- add the following new language:**

~~Effective as of the date of this Agreement,~~ Employees shall be allowed time off with pay at the employee's regular rate of pay for certified stewards training, to attend meetings if agreed to by the Employer, scheduled by the Employer or mandated by this Agreement. Employees, including Union representatives, shall

obtain the prior approval of his/her supervisor, or that supervisor's designee, before using any paid City time for such meetings. Employees are expected to communicate any request for such approval as far in advance as is reasonably possible under the circumstances. Such approval will not unreasonably be denied. ~~Upon request, the Employer shall adjust employees' schedules as needed in order to accommodate the use of approved paid time.~~ **The Employer will consider granting reasonable requests by employees to adjust their work schedules in order to accommodate the use of approved paid time off under this Section.**

The Union shall be permitted one (1) hour to present Union orientation once every calendar quarter on paid time for those employees hired during the previous calendar quarter to newly hired employees in each Department. The orientation shall be scheduled within a reasonable period of time after each such employee is hired, not to exceed one (1) month after their start date, **unless the parties mutually agree to a different date**, and at a specific date and time to be set by mutual agreement of the employees' Department and the Union, and without loss of pay to the employee. Prior to such scheduled meeting, the Department shall cooperate with the Union in transmitting to new employees any such materials as the Union may require to facilitate Union orientation. Where new employee orientation or other training sessions are held by the Department, Union orientation may, by mutual agreement at the discretion of the Department in consultation with the Union, be scheduled in connection with such sessions. The Union shall limit the number of Local Union representatives on paid time in such orientations to no more than two (2) such representatives. **The parties agree that this provision satisfies the Employer's obligations under Section 6 (c-10)(1)(C) of the IPLRA.**

3. **Section 4.1, Labor/Management** – add the following new language to paragraph 3 of Section 4.1:

Among the items for discussion at the request of either party at Labor-Management meetings are the following:

1. Work Location definition for detailing
2. Union Orientations
3. Flex-time
4. Schedules
5. Special Committees
6. Payment or Provision of Uniforms
7. Impact on Staff Reductions
8. Grievance processes and procedures.
9. **Telework opportunities.**

**Also, add the attached new side letter on telework.**

4. **Section 4.4, Job Evaluation** - Add the following new language to Section 4.4:

The parties shall appoint a committee composed of 18 individuals, 9 representatives designated by the Union and 9 representatives designated by the Employer.

The Committee shall meet within ninety (90) days following the ratification of this Agreement by the Union and by City Council, and at mutually agreed upon times thereafter. The Committee shall study the following:

- a) Career ladders which will enhance promotional opportunities;
- b) Possibilities for semi-automatic progression between job titles;
- c) Employer conducted and/or sponsored training programs which enhance career development; and
- d) The salary grade placements of job classifications based upon the responsibility involved, the education and/or experience required, and the working conditions.
- e) The Avant Job Series groupings based upon changes in job requirements and skills e.g. the ongoing computerization of clerical jobs.
- f) Existing job performance evaluation systems

**In addition to the above, the job evaluation joint committee will review and make advisory recommendations concerning the appropriate salary grade for the following job titles:**

- **Senior Personnel Assistant**
- **Coordinator – Inventory Management and Property Control**
- **Digital Forensic Analyst**
- **FOIA Officer**
- **Business Compliance Investigator**
- **Support Services Coordinator**
- **Senior Information Analyst**
- **Payment Reconciler**
- **Senior Data Entry Operator**
- **Assistant Payroll Administrator**
- **Senior Forester**

The Committee shall make its advisory recommendations in writing to the Employer and the Union within ninety (90) days from the date of the first committee meeting. (New language underlined).



5. **Section 5.3, Payment of Wages (New)** – [tied to City counterproposal on Section 25.1] -- add the following as new Section 5.3:

Effective on the first day of the fourth (4<sup>th</sup>) month after the date of ratification, the payment of wages provided herein shall be due and payable on the seventh and twenty-second day of each month. The Employer will coordinate this change with the issuance of any retroactive pay.

Within ninety (90) calendar days of ratification of this Agreement, employees shall enroll in direct deposit and register to receive their notification of pay deposit advice electronically through the Employer's program for that purpose (currently known as "GreenSlips") if they have not done so already. Employees will receive their notification of pay and deposit advise electronically through GreenSlips the first pay period after registering for GreenSlips.

The parties will form an ad-hoc committee to address resolve issues that may arise in connection with the implementation of these provisions prior to their implementation.

6. **Section 11.4, Unpaid Leaves:** amend the current language in section 11.4 as follows:

(b) Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted in increments of for up to a minimum of two (2) weeks one (1) week up to three (3) months, provided said leaves shall be renewable for like three (3) one (1) month periods, for a total medical leave of absence up to one (1) year. The Employer may request satisfactory proof of medical leaves of absence. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work. An employee on a medical leave of absence shall be returned to work upon the expiration of his/her leave, provided the employee has complied with the Employer's procedures which shall be provided to the employee prior to the start of said leave. If an employee is granted an extension of his/her leave, he/she shall be returned to work upon the expiration of the leave's extension, provided the employee has complied with the Employer's procedures. Leave extensions shall not be granted beyond one (1) year.

Seniority shall accumulate for employees on medical leaves of absence for only up to one (1) year. After one (1) year, an employee on a medical leave of

absence shall ~~return to work or be subject to the break-in-service provisions in Section 12.4.~~ retain, but not accumulate seniority.

Employees who return from a medical leave of absence within one (1) year shall be reinstated to their former job, subject to the layoff and recall provisions of this Agreement. If the employee returns to work after more than one (1) year on a medical leave of absence, the employee shall be returned to his/her former job if it is open. If not, the employee will be placed on a list for reinstatement.

(e) Family and Medical Leave

Eligible employees also have certain rights to twelve (12) weeks unpaid leave under the Family and Medical Leave Act and its implementing regulations, and the policies and procedures of the Employer in effect as of the date of this Agreement, provided that such policies are not more restrictive than the provisions of this Article. Such leave is concurrent with, and not in addition to, the unpaid leave provided for above. ~~When taking FMLA leave, Employees~~ may elect to substitute any accumulated paid leave for any portion of unpaid FMLA leave, or may take such unpaid FMLA leave following any paid leave for which the employee may be eligible and elects to use, **unless the Employer is required under the FMLA to designate such time as FMLA leave.**

The Employer shall pay its portion of the employee's insurance (individual or family) for the time period the employee is on FMLA leave, and the employee shall pay his/her portion of the insurance during that time period.

7. **Section 12.4, Break in Service** (TA'd) - amend the current language in Section 12.4 as follows:

Notwithstanding the provisions of any ordinance or rule to the contrary, seniority or continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee:

- a) quits or resigns,
- b) is discharged for cause,
- c) retires,

d) is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative, unless circumstances preclude the employee, or someone in the employee's behalf, from giving such notice,

e) does not actively work for the employer for twelve (12) months for any reason except military service, approved Union or medical leave of absence, or duty disability leave,

f) is on an approved leave of absence and does not comply is in substantial noncompliance with the leave of absence provisions, or does not return from a medical leave of absence within one (1) year of the leave being granted.

~~fg)~~ is on layoff for more than twelve (12) consecutive months where the employee has less than two (2) years of service at the time the layoff began.

~~gh)~~ is on layoff for more than two (2) years if the employee has more than two (2) years but less than seven (7) of service at the time the layoff began.

~~hi)~~ is on layoff more than three (3) years if the employee has more than seven (7) yeas of service at the time the layoff began. (New language is underlined; deleted language is struck through).

8. **Section 12.6, Balancing the Workforce (TA'd):** amend the current language in Section 12.6 as follows:

Prior to taking any action pursuant to this Section, the Employer will notify the Union and affected employees at least 14 days in advance of its intention to balance the workforce and, upon request, shall meet with the Union prior to taking any action. This meeting shall take place within 14 days of the Union's receipt of the notice from the Employer of its intention to balance the workforce. Such notice will include a description of the number of employees to be affected, their job titles and current work locations, and the location(s) or shifts or schedules to which the affected employees may be reassigned. ~~Should the Union request to meet with the Employer, said meeting shall take place between the date the Employer provides the Union with advanced notice and the date that the balancing of the workforce is scheduled to be implemented. If the meeting does not take place during said time frame because the Union has not made itself available to meet at reasonable times during that time frame, the Employer may proceed to balance the work foree.~~ The Employer's movement of employees from one location, shift, or day off schedule to another, which would otherwise be considered the filling of a permanent vacancy, shall not be deemed a permanent vacancy if there is not a net increase in the number of employees in the affected classification(s) in the affected location, shifts, or day off schedule.

9. **Section 12.7, Filling of Permanent Vacancies:** amend the current language in Section 12.7 as follows:

\* \* \* \* \*

(c) When filling a vacancy, the Employer shall select the most senior employee in the job classification in the department who has such a request on file prior to any notice of posting being sent to the Union, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation, ~~and further provided that the employee is not on a performance improvement plan or has not been disciplined for performance within six (6) months prior to the vacancy being declared. An employee who has such a request on file and is selected for a position in the manner described above may not request a change in shift, or day(s) off, or location of their job assignment for one (1) year six (6) three (3) months after being selected~~ Nothing herein shall prevent a Department from limiting the number of employees who can transfer out of a particular section, unit, program, etc., at the same time. for a change in shift, or days off, or location. For example, an employee who receives a shift change cannot receive another shift change for three (3) months, but may request a change in days off or location within that same three (3) month period. Employees shall be able to specify transfer location preferences.

\* \* \* \* \*

(i) Qualified employees shall be given an opportunity to bid on jobs which are determined to be permanently vacant by the Employer. In making selections, the Employer shall give preference to bidders over other applicants, unless the non-bidder applicants have demonstrably greater skill and ability to fulfill the needs determined by the Employer.

If bidders are selected, however, where bidders are relatively equally qualified to perform the work required, the Employer shall select the most senior employee (based on City-wide seniority) of those bidding. Preference shall be given to bidders within the department. Employees who are laid off "onto the street" shall be given first preference when bidding for positions which are equal or lower-graded than the positions from which they were laid off, provided the employee indicates on the Employer's bid form that he/she has recall rights. Once an employee receives a job under the bid procedure, he/she shall receive no further bid preference under this subsection.

The Employer shall determine whether bidders are "relatively equally qualified" based upon evidence of performance as shown on the employee's performance evaluations and any other evidence brought to the Employer's attention, experience, training, proven ability and similar criteria as they relate to the vacancy. ~~If the Employer determines that none of the bidders or applicants should be selected for the vacant position and decides to repost the same vacant position within one (1) year six (6) months of the prior posting, nothing herein requires the Employer to interview the same bidders or applicants who were interviewed during the prior selection process.~~

Should a Department decide that it wishes to promote the most senior employee in a job series in the Department on the eligibility list to an available vacancy in the next highest level of the same job series in the Department, then at the Department's option it may place the employee in the vacancy without regard to the posting and bidding procedures set forth in Section 12.7 above. Prior to placing an employee in said position, the Department shall provide the Union with fourteen (14) calendar days written notice, and shall post a copy of said notice in the same place as bid notices. If the most senior employee(s) declines the vacancy in writing, the Department may utilize the provisions of this paragraph to fill the available vacancy by promoting the next most senior employee. For the purposes of this paragraph, it is understood that if the most senior employee in question is not on the eligibility list, the Department shall not utilize the provisions of this paragraph to fill the available vacancy.

Nothing herein shall require the Employer to interview less senior bidders for a vacancy if the Employer determines during the selection process that a more senior bidder should be awarded the vacancy.

~~If more than fifteen (15) qualified bidders bid for a vacancy, Nothing herein shall require the Employer to interview all qualified bidders. Instead, the Employer may elect to interview the eight (8) of the most senior qualified bidders and promote the most a qualified bidder interviewed to the vacant position, in accordance with the provisions of this Agreement. The Employer may elect to interview the next eight (8) most senior qualified bidders if, after interviewing the first eight qualified bidders, the Employer determines that additional interviews are necessary. The Employer can determine that additional interviews are necessary and continue to elect to interview the next set of eight (8) qualified bidders until all qualified bidders on the prequalified candidates list have been given an opportunity to interview. If~~

no qualified bidder is selected for the position, the Employer can elect to interview applicants who are on the prequalified candidates list.

All qualified bidders shall be interviewed prior to the consideration of any applicant. ~~Employees who are scheduled for an interview and fail to appear without providing prior notice will not be allowed to bid on future positions for two (2) years.~~ [Note: the Employer reserves the right to issue appropriate discipline for employees who are scheduled for interviews and fail to appear without providing advance notice].

(j) Bidders who are not selected shall be so notified by the Department Head. A copy of the bid list, with seniority dates and the name of the successful bidder identified, shall be sent to the Union. A successful bidder may not bid for another Employer determined permanent vacancy for ~~one (1) year~~ six (6) months.

\* \* \* \* \*

(n) The successful bidder for any jobs under this Section, or an employee placed in a position through the City of Chicago Reasonable Accommodation Policy, shall have an evaluation period, of up to sixty (60) days, and the Employer shall provide the employee with a reasonable opportunity to satisfactorily complete the evaluation period to demonstrate that he/she can perform the job. The Employer may extend the evaluation period for an additional thirty (30) days provided that the Employer shall first advise the Union and the employee, either in person or in writing, of the reasons for that decision. Such explanation will include a description of the measures taken by the Employer to ensure that the Employee has been provided a reasonable opportunity to satisfactorily complete the evaluation period. The evaluation period may be extended to an additional thirty (30) days by agreement of the parties, to demonstrate that the employee can perform the job. Notwithstanding the foregoing, if the Employer, based upon the employee's job performance at any time during these evaluation periods, has just cause to believe that the successful bidder cannot perform the job or if the successful bidder desires to return to his/her former job, then the successful bidder shall be returned to the job he/she held just prior to the awarding of the bid, displacing, if necessary, any employee who has been placed into said job. Should the successful bidder return or be returned to the former job the successful bidder held just prior to the being awarded the bid, the Employer is not required to repost for bid the vacant position. If the Employer decides to fill said position, but may it select the next

qualified individual on may use the same prequalified list as was used to select the prior successful bidder.

If the Employer has filled a vacant position in a Department, and if within one (1) calendar year of the that position being filled posted, a vacancy occurs for that same position in the same Department, nothing herein requires the Employer to post the vacancy an identical posting for bid. Instead, Should the Employer decide to fill such vacancy, it may use the same prequalified list as was used to select the prior successful bidder. may select the next candidate on the prequalified candidates list to fill the vacant position. The prequalified candidate list will remain active for one (1) calendar year from the date the original vacant position was filled posted. (New language is underlined; deleted language is struck through).

10. Section 12.10, Probationary Employees (TA'd) -- amend paragraph two, subparagraph (1) as follows –

Probationary employees may be disciplined or discharged, as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedure, provided that,

(1) after the first six (6) ~~three (3)~~ months of the probationary period, if the Employer intends to impose a disciplinary suspension on the probationary employee where the suspension will result in a loss of pay, prior to imposing the suspension, except in an emergency or where the employee is unavailable, the Employer shall notify the employee and the Union, and upon request from the Union, will schedule a meeting with the Union and the employee to discuss and allow the employee to respond to the accusations. In addition, during this period, if the Employer has concerns about the probationary employee successfully completing the probationary period, the Employer shall notify the Union of such concerns, and upon request by the Union, the Employer shall meet with the Union and discuss them with the Union; and/or . . . .

11. Section 13.1, New or Merged Job Classifications (TA'd) – revise paragraph two of Section 13.1, and add the following new sentence after paragraph three in Section 13.1 as follows:

Upon request of the Union, the Employer shall meet and discuss the pay grade/rate and placement within the Employer's promotional lines, as established by the Employer, for the new or merged classification, or for classifications added to the bargaining unit.

Upon receipt of a certification from the ILRB that a position is to be included in the bargaining unit, on the first pay period after 90 days of such receipt, the Employer will establish and implement the grade and rate for that title.

12. **Section 15.1, Personnel Transactions (TA'd)** – add the following new language:

The Employer shall monthly notify the Union in writing as to the following personnel transactions involving unit employees within each department, with work locations, if available in the Employer's records: new hires, promotions, bid numbers, if such are used, demotions, reclassification, layoffs, reemployments, transfers, leaves of absence, returns from leaves, suspensions, terminations, retirements, resignations, discharges and any other information mutually agreed to by the parties. In addition, on not less than a bi-monthly basis, the Employer's Department of Human Resources shall notify the Union via electronic mail ("S.F.T.P.") ~~within 10 calendar days from the date of hire~~ of all new persons hired into bargaining unit positions in each Department during the prior pay period, together with the employee's job title, salary, worksite location, home address, work telephone numbers and email address, and home and personal cellular telephone numbers and personal email address on file with the Employer. The Union shall advise the Employer in writing of the current address to be used for the purposes of this Section. Further, the Employer will provide to the Union at least once a month reports for all bargaining unit employees which will contain the following information: payroll period, payroll number, employee name and number, title code, social security number, contact information (i.e., home address, work, home and cellular phone numbers, work and personal email if available), date of hire, continuous service date, hourly rate, and worksite location (if available). Each 60 days the Employer shall furnish the Union with a seniority roster which shall include the employee's classification, department, and seniority date. ~~home address and Social Security Number.~~ Nothing herein shall preclude the Employer from providing some or all of the information required by this Section on a more frequent basis should the Employer determine during the life of this Agreement that it has the ability to do so. (New language underlined; deleted language is struck through).

13. **Section 16.4, Changes in Schedules** -- amend the current language in Section 16.4 as follows:

Prior to changing a work schedule, the Employer shall give the Union and the affected employee reasonable advance notice but not less than seven (7) fourteen (14) calendar days absent a bona fide emergency, and, upon request, meet with the Union to discuss the proposed changes. An employee needing more time for demonstrated serious personal or family reasons may request additional time prior to their schedule change and such request will not be unreasonably denied. (New language underlined; previous language struck through).

14. **Section 16.6, Overtime (TA'd)** -- amend the current language in Section 16.6 as follows:

All work performed in excess of 40 hours worked per week; or in excess of eight (8) hours worked per day where the employee has forty (40) hours of



work or excused absences; or on Saturday as such, when Saturday is not part of the employee's regular work week; or on the sixth consecutive day worked, shall be paid for at one and one-half (1-1/2) times the regular straight-time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular work week; or the seventh consecutive day worked, shall be paid for at two (2) times the regular hourly rate of pay. Work performed between 35 and 40 hours worked per week, which is not covered above, shall be compensated at straight time in the form of compensatory time. ~~Until December 31, 2020, employees may elect compensatory time in lieu of pay for approved overtime for work in excess of forty (40) hours worked in a week. Effective January 1, 2021, all~~ All approved overtime for work in excess of forty (40) hours worked in a week shall be compensated in the form of cash. Subject to the requirements of applicable law, any such earned compensatory time may not be accumulated in excess of one hundred and sixty (160) hours.

15. **Section 19.2, Limitation** -- add the following new language:

It is agreed that grievances alleging violation of Section 1 of this Article may be processed through Step III of the Grievance Procedure of this Agreement and shall ~~not~~ be subject to arbitration under Article 21 only in accordance with the following provisions.

Discussion in the Safety Committee.

Following the filing of a grievance relating to the safety of employees, the matters raised in the grievance shall first be raised and discussed in the Safety Committee created under Section 4.2 of this Agreement prior to the filing of any grievance. If a matter that is discussed in the Safety Committee cannot be resolved to the satisfaction of all parties, the Union may file a grievance concerning the issues that were raised before the Safety Committee, and process the grievance under the procedures set forth in Article 21.

Scope of Arbitration.

~~The Union may request arbitration of any grievance raising a safety dispute if such dispute raises a good faith issue regarding a condition which is alleged to present a serious health and/or safety risk to an employee beyond that which is inherent in the normal performance of their duties. The decision of the Arbitrator under this Section shall be advisory only and shall not be binding upon the Employer.~~

No such advisory opinion of an arbitrator rendered under this Section shall constitute a determination of under this Agreement, nor shall such advisory opinion be admissible in any other administrative or judicial proceeding to establish the existence of any safety or health hazard.

If the matter which is raised in the grievance has been the subject of a state or federal OSHA inspection, (including any complaint letter), the resolution of such inspection shall be determinative of the merits of the grievance. Further, a grievance cannot seek any relief that attempts to enforce any health or safety obligations which are beyond the then-current requirements set forth in state or federal OSHA regulations.

Arbitrator Qualifications.

Notwithstanding any provisions in Article 21 of this Agreement, the parties agree that in order to be considered for appointment to hear and decide the merits of any grievance which relates to any workplace health and/or safety issues under this Article, an arbitrator must meet the following qualifications. An arbitrator must either hold at least a bachelor's degree from an accredited university in a course of study in the field of occupational safety and health, or have a minimum of ten (10) years public or private sector work experience in the field of occupational safety and health; be a member of the National Academy of Arbitrators; and have a full-time residence in the Chicago metropolitan area, and not simply maintain a mailing address in this jurisdiction. In the event that the Roster of Arbitrators provided for in Article 21 of this Agreement does not contain an arbitrator possessing these qualifications, the parties shall then seek a list of qualified arbitrators from the Federal Mediation and Conciliation Service, or some alternative source of arbitrators (such as the American Arbitration Association) under the procedures set forth in Section 21.1-a, Step IV, paragraph C of this Agreement, from which a group of qualified arbitrators can be selected. Should FMCS or such other agency be unable to produce a list of qualified arbitrators as defined herein, the parties will meet and agree to the selection of a qualified arbitrator.

16. Section 21.4 – Grievance Resolutions (TA'd) – add the following new language:

On a case by case basis, the parties may mutually agree to include in a grievance settlement language specifying the date for implementation of the settlement. The City will provide notice to the Union when a monetary payment required by a settlement agreement or arbitration award has been implemented. In order to expedite resolution of any claims that an employee has not been paid in accordance with the terms of a settlement agreement signed by the Union, or in accordance with the terms of an arbitration award, the Union shall submit all such claims to the Department timekeeper on the "Employee Payroll Inquiry Form" provided by the Employer, and included in this Agreement as "Exhibit L." When submitting the form, the Union shall attach a copy of the fully signed settlement agreement. The Union's submission of such Form shall toll the period for further processing of any grievance filed with respect to that claim until such time as the Employer has investigated the claim and provided the Union with a final response.

~~Whenever an employee shall be entitled to a an-award-of back-pay monetary payment from an arbitration award or settlement agreement, a check in the appropriate amount, together with the method of calculation, shall be forwarded to the Union's designee for distribution to the Employee. The Union shall deliver said check to the employee within fifteen (15) calendar days of its receipt, such monetary payment shall be made within six (6) weeks of the time of the final determination of the amount owed by the City.~~

~~Dues payments, if any, shall be remitted separately.~~

~~Such payments to employees shall be made within a reasonable time after the award is received by the Employer, the grievance is settled or the end of the proceeding from which the award is derived, but, in no event shall such time for payment exceed sixty (60) days from the end of any period of disputed calculation, unless mutually agreed by the parties.~~

17. **Section 25.1, Indemnification/Authorization:** [contingent on agreement to City proposal Section 5.3 on Wage Payment and Greenslips] -- change the current text of Section 25.1 as follows –

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues, assessments and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. The Employer shall honor the employees' individually authorized deduction form and shall make such deductions in the amounts certified by the Union for union dues, assessments, and fees; and P.E.O.P.L.E. contributions. **Consistent with Section 6(f) of the Illinois Public Labor Relations Act, the Employer shall accept and honor verifications of membership and authorizations for payroll deductions of Union dues and initiation fees evidenced by electronic or written communications from the Union.** Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions, to the extent permitted by law **revocable under the terms of such written authorization, upon written notice to the Employer from the Union.** The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorneys' fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Section 25.1 of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

~~The Employer shall provide to the Union within thirty (30) days name, address, department, classification, rate of salary and starting date of any new employee hired into the Union's bargaining units.~~

The Employer shall commence dues deductions within thirty (30) days of its receipt of notice of authorization from the Union, sent to the designated representative for each Department.

Dues deductions shall remain in effect until the occurrence of any of the following circumstances:

(a) the Employer receives notice from the Union that an employee has revoked their dues deduction authorization in writing as provided above;

(b) the employee is no longer employed in a bargaining unit position, except that if the employee becomes employed again in a bargaining unit position represented by the Union within a period of one (1) year, the dues deduction authorization shall be reinstated by the employee's Department at the request of the Union;

(c) in the event an employee is placed on any unpaid leave of absence, the employee's dues deduction shall be resumed upon the employee's return to active employment and reinstatement to the payroll.

18. **Section 25.4 – Failure to Make Timely Dues Deductions (TA'd):** amend the current language of Section 25.4, paragraphs 1 and 2, as follows:

The Employer shall make all reasonable efforts to make the deductions provided for in Sections 25.1 and 25.3, and to remit the sums so deducted to the Union in a timely fashion. In the event the Employer through error or omission fails to make said deductions, the Employer shall do so immediately upon notice from the Union of said failure. ~~The Employer shall not be liable for damages should the Employer fail to make the proper deductions, provided that the error or omission was made in good faith, that the Employer corrects the error or omission promptly, and that the failure to make deductions pursuant to Sections 25.1 and 25.3 was not the result of the Employer's failure to comply with other sections of this agreement.~~ The Employer shall reimburse the Union for failure to deduct and/or transmit dues that should have been deducted and/or transmitted to the Union or paid based on a valid authorization given by the employee. In such event, the Employer shall have the right to recoup any dues which should have been deducted from the employee's regular paycheck, provided that the Union shall have first notified the Employer's Director of Labor Relations of such failure, and the Employer has failed to correct the problem within thirty (30) days of such notice.

The parties shall form an ad-hoc committee of City and Union-designated representatives for the purpose of determining how to reduce the errors in dues

and fair share deductions and to make improvements in deduction procedures. Such representatives shall have the knowledge and authority to make agreed upon improvements. Such committee meetings shall include representatives of Departments when requested by either party. The committee shall report to the Parties on its recommendations on possible improvements in deduction procedures which shall be considered for implementation by the Employer.

19. **Memorandum of Agreement on Teleworking:** add the following paragraphs to the existing Memorandum:

Upon request of either party, Departments shall meet with the Union to determine discuss which position classifications may be eligible for remote work as well as the number of positions within that classification that may be so designated.

Should a determination be made that a department's by a Department in its discretion that its operating needs may appropriately be met by allowing an individual employee in any of those position classification(s) the opportunity to work remotely, such request to work remotely shall be approved in accordance with this Memorandum of Agreement on Teleworking.

20. **Memorandum of Agreement on Sunday Library Hours (TA'd):** modify the following sentence in the Memorandum:

"During the quarterly scheduling, and subject to operational needs, managers shall ~~endeavor to~~ not require employees to work more than half of the Sundays in any quarterly period."

It is understood that the parties will refer any remaining issues concerning the subject of Sunday Library Hours to discussion between the Union and representatives of the Library.

21. **Section 27.1 - Drug and Alcohol Testing (TA'd):** add the following language to Section 27.1:

This Article will be subject to any newly enacted law, ordinance or City policy under which testing for THC is restricted, or which limits the ability of the Employer to discipline an employee who tests positive for THC.

22. **Side Letter on Diversity Goals:** add the attached new side letter.

**THE CITY RESERVES THE RIGHT TO MODIFY, CHANGE, ADD TO, AND/OR DELETE FROM THESE PROPOSALS UNTIL FINAL AGREEMENT IS REACHED ON ALL OUTSTANDING ISSUES.**

[Proposed Side Letter]

Mr. Michael Newman  
Deputy Director  
AFSCME Council 31  
205 North Michigan Avenue, Suite 2100  
Chicago, Illinois 60606

Re: 2022 City of Chicago Negotiations

Dear Mr. Newman:

This letter will confirm our understandings and agreements reached during the 2022 contract negotiations between the City of Chicago and AFSCME Council 31 on the issue of diversity goals.

The Union and the City of Chicago support goals, policies and practices intended to advance racial and gender equity, eradicate systemic racism, and achieve fair, just, and equitable opportunities and outcomes for Chicagoans.

If this letter accurately sets forth our understandings, please initial a copy of this letter and return it to me.

Very truly yours,

By: \_\_\_\_\_  
Michael W. Duffee  
Chief Spokesman  
City of Chicago

[Proposed Side Letter]

Mr. Michael Newman  
Deputy Director  
AFSCME Council 31  
205 North Michigan Avenue, Suite 2100  
Chicago, Illinois 60606

Re: 2022 City of Chicago Negotiations

Dear Mr. Newman:

This letter will confirm our understandings and agreements reached during the 2022 contract negotiations between the City of Chicago and AFSCME Council 31 on the issue of teleworking.

The parties recognize that as a result of the COVID Pandemic, as well as significant enhancements in technology, the ability to work remotely has greatly expanded. The interest in remote work by employees and employers in general is now far greater than it was as recently as 2019. The issue of remote work, and its relationship to recruitment and retention will be a part of continuing discussions going forward, and one that the City expects to be further engaged in with employees and their unions.

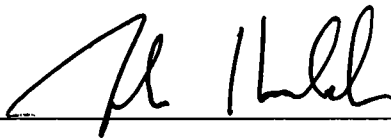
The capacity for remote work for many AFSCME members is significant due to the nature of their duties. The city is committed to engaging in ongoing study of this issue, and to including AFSCME representatives in examination and discussion of this issue going forward.

If this letter accurately sets forth our agreement, please initial a copy of this letter and return it to me.

Very truly yours,

By: \_\_\_\_\_  
Michael W. Duffee  
Chief Spokesman  
City of Chicago

APPROVED



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ACTING CORPORATION COUNSEL

DATED: 4/24/2023

APPROVED



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MAYOR

DATED: 4/24/2023