City of Chicago

O2018-90

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	1/16/2018
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Collective Bargaining Agreements with various individual unions that are members of Coalition of Unionized Public Employees
Committee(s) Assignment:	Committee on Workforce Development and Audit

ORDINANCE

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

SECTION 1. The City Council hereby approves agreements, shown on the list attached hereto, between the City of Chicago and various individual unions that are members of the Trades Coalition, such agreements to be substantially in the form attached hereto.

The Mayor is authorized to execute these agreements.

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

International Brotherhood of Teamsters - Local 700
B.U. 08

International Union of
Operating Engineers - Local 399
B.U. 12

International Association of Heat and Frost
Insulators and Asbestos Workers, Local No. 17
B.U. 13

Pipe Fitters' Association
Local Union 597
B.U. 14

Chicago Journeymen Plumbers
Local 130,U.A.
B.U. 16

United Union of Roofers, Waterproofers &
Allied Workers - Local 11
B.U. 18

International Union of
Operating Engineers - Local 150 - Deck Hands
B.U. 19

International Organization of Masters,
Mates and Pilots - Great Lakes & Rivers
Maritime Region
B.U. 21

Pointers, Cleaners & Caulkers Local
52 of the I.U.B.A.C. of America B.U.
22

S.E.I.U, Local 1
Firemen & Oilers Division
B.U. 23

International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths,
Forgers and Helpers - Local Lodge 1
B.U. 24

Sign Display & Pictorial Artists -
Allied Workers - Local 830
B.U. 25

International Brotherhood of Electrical Workers
Local 9
B.U. 29

International Union of
Operating Engineers - Local 150 - Bridge Operators B.U.
31

International Brotherhood of Electrical Workers Local
134
B.U. 32

Cement Masons' Union - Local 502
B.U. 33

Glazier, Architectural Metal & Glass Workers Local
Union #27 - Chicago & Vicinity
B.U. 34

Window Cleaners' Union
S.E.I.U. Local 73 - Division 34
B.U. 35

International Association of Machinists
and Aerospace Workers - Local 126
B.U. 36

International Brotherhood of Painters and Allied Trades
Painters' District Council No. 14
B.U. 39

International Association of Sheet Metal Workers
Local 73
B.U. 41

International Union of
Operating Engineers - Local 150
B.U. 42

International Union of Elevator Constructors - Local 2 B.U.
43

United Brotherhood of Carpenters and Joiners of America Local
No. 13 - Inspectors
B.U. 44

Public Service Employees Union,
Service Employees International
Union - Local 73
B.U. 45

Bridge, Structural and Reinforcing
Iron Workers - Local Union #1 B.U.
46

Architectural and Ornamental
Iron Workers Union - Local 63
B.U. 47

Sprinkler Fitters & Apprentices Union
Local 281 AFL-CIO
B.U. 48

United Order of American Bricklayers' and
Stone Masons' Union - Local 21 - Ill. of the IUBAC
B.U. 49

Chicago and Northeast Illinois District Council
United Brotherhood of Carpenters and Joiners of America
B.U. 50

Laborers International Union of North America (L.I.U.N.A.) Local 1092 and 1001
B.U. 53 and B.U. 54

OFFICE OF BUDGET AND MANAGEMENT

CITY OF CHICAGO

January 16, 2018

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

Ladies and Gentlemen:

The Corporation Counsel and I transmit herewith an ordinance approving agreements between the City of Chicago and various individual unions that are members of the Coalition of Unionized Public Employees.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Samantha S. Fields
Budget Director

COLLECTIVE BARGAINING AGREEMENT

Between

TEAMSTERS LOCAL ~~726~~ 700

And

CITY OF CHICAGO

Effective July 1, 20~~0~~17 Through
June 30, ~~2017~~2022

Ratified by City Council on:

~~COLLECTIVE BARGAINING AGREEMENT AUTHORIZED WITH STATE AND MUNICPAL TEAMSTERS, CHAUFFEURS AND HELPERS UNION, LOCAL 726~~

~~The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a Collective Bargaining Agreement between the City and the State and Municipal Teamsters, Chauffeurs and Helpers Union, Local 726~~

~~The following is said ordinance as passed:~~

~~WHEREAS, The City of Chicago, as a home rule unit within the meaning of the Illinois Constitution of 1970; and~~

~~WHEREAS, The City of Chicago, as a home rule unit, may exercise any power and perform any function pertaining to its government and affairs; and~~

~~WHEREAS, It is the intent of the City of Chicago to establish and promote harmonious understandings and relationships by and between the City of Chicago and the State and Municipal Teamsters, Chauffeurs and Helpers Union, Local 726 and~~

~~WHEREAS, The City of Chicago desires to formalize said intent in a written Agreement; now, therefore, be it Ordained by the City Council of the City of Chicago:~~

~~That the Agreement by and between the City of Chicago and the State and Municipal Teamsters, Chauffeurs and Helpers Union, Local 726 in the form attached hereto, is hereby adopted and ratified.~~

CITY OF CHICAGO AGREEMENT WITH

International Brotherhood of Teamsters, Local 700 ~~State and Municipal Teamsters, Chauffeurs and Helpers Union Local 726~~

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereafter called the "Employer") and International Brotherhood of Teamsters, Local 700 ~~the State and Municipal Teamsters, Chauffeurs and Helpers Union - Local 726~~ (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees
represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Motor Truck Driver	
Motor Truck Driver	(Operating Sweeper, Tow Truck or Dead Animal Truck)
Motor Truck Driver	(Operating dual purpose equipment, five-axle, or tractor trailer unit or Front End Loader)

Motor Truck Driver - Tire Repairer

Pool Motor Truck Driver

Seasonal Motor Truck Driver

Seasonal Motor Truck Driver (2 hour)

Mobile Health Operator

Equipment Dispatcher I/C

Equipment Services Coordinator

Equipment Coordinator

Supervising Ground Transportation Monitor

Equipment Dispatcher

Equipment Training Specialist

Foreman of Motor Truck Drivers

General Foreman of Motor Truck Drivers

~~Garage Attendant~~Fleet Services Assistant

~~Garage Attendant I/ C~~Fleet Services Supervisor

Automotive Parts Man

Automotive Parts Man I/C

~~Chauffeur~~Non-CDL Driver

Booter

Supervising Booter

Attendant Airport Parking

Airport Ground Transportation Monitor

Airport Terminal Monitor

Cashier - Airport Parking

Cashier Accounting - Airport Parking

Cashier

Supervising Attendant - Airport Parking

Supervising Cashier - Airport Parking

Supervisor of Ground Transportation Monitors

Skyway Maintenance Worker

Auto Pound Supervisor

Service Writer (Title Code 7136)

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work, to determine the services, processes, and extent of the Employer's operation, the types and quantities of

machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work the Employer shall provide the Union with sixty (60) days advanced written notice. The Employer and the Union shall meet and discuss the subcontracting. Should the Union and Employer not reach an agreement, then the Employer may subcontract the work. However, the

Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the subcontractor hire laid off employees.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, sexual orientation, ethnicity, pregnancy status, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3 Grievance of Alleged Violations

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the Union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES AND ALLOWANCES

Section 4.1 Prevailing Wage Rates

Employees, where there has not been an agreement to the contrary, shall be paid the hourly wage negotiated by Local 731, International Brotherhood of Teamsters, in its area wide Construction Agreement in accordance with the Employer's past practice.

Allocation to the hourly rate shall be determined by Local 731 Executive Board.

~~Effective July 1, 2007, e~~Employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County ~~pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a~~

~~part of this Agreement.~~as the area standard wage rate. A copy of the MARBA Agreement shall be provided to the Employer by the Union.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in ~~2007~~2017, through the period ending June 30, ~~2017~~2022, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than ~~July~~ 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage ~~Rates Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

Year 1:

- ~~Effective 07/01/2007 - 1%~~
- Effective 01/01/~~2008~~2018 - 2~~.25~~%

Year 2:

- Effective 01/01/~~2009~~2019 - 2.25~~3~~%

Year 3:

- Effective 01/01/~~2010~~2020 - ~~3~~2%

Year 4:

- Effective 01/01/~~2011~~2021 - ~~3.25~~2.25%

Year 5:

- Effective 01/01/~~2012~~2022 - ~~3.5~~2%

~~Section 4.4 Mon-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

~~Effective 01/01/2013 - 2%~~

~~Year 7:~~

- ~~Effective 01/01/2014~~

~~Year 8:~~

- ~~Effective 01/01/2015 - 2%~~

~~Year 9:~~

- ~~Effective 01/01/2016 - 2%~~

~~Year 10:~~

- ~~Effective 01/01/2017 - 2%~~

"Me too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

** Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.~~5~~4 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~July 1, 2017, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, 2017, and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.~~5~~6 Break-In Rates

New career service and seasonal Motor Truck Drivers, and Pool Motor Truck Drivers will be paid at a rate equal to 80% of the prevailing rate for Motor Truck Drivers for the first year of their employment, and at a rate equal to 90% of the prevailing rate for Motor Truck Drivers for the second year of their employment. Thereafter, they will receive the full prevailing rate for Motor Truck Drivers. Notwithstanding the foregoing, if a Pool Motor Truck Driver is the successful bidder for a Motor Truck Driver position and is already receiving the prevailing rate at that time, he will continue to be paid at that rate as a Motor Truck Driver.

Section 4.~~6~~7 Other Rate Adjustments

Employees in job classification listed on attached Appendix B shall be paid as provided in said Appendix.

~~**Section 4.8 Special Rates**~~

~~The classification of Equipment Training Specialist Motor Truck Driver (job code 7123) will be paid a monthly rate equivalent to a $2.00/hour differential above the Motor Truck Driver prevailing rate.~~

~~Two Hour Seasonal Motor Truck Drivers (Motor Truck Driver — Per Hourly Agreement, TC 7182) who have recall rights as of the date of ratification will continue to receive $25.90 per hour until such time as 80% of the Motor Truck Driver (TC 7183) rate exceeds $25.90, at which time the rate for such Two Hour Seasonal Motor Truck Drivers will be 80% of the MTD rate. Two Hour Seasonal Motor Truck Drivers hired after ratification will be paid at 80% of the MTD rate.~~

Section 4.79 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home

by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 4.~~810~~ Call-In-Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 4.~~911~~ Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted ~~compensatory time at the appropriate~~one and one-half (1.5) times the regular hourly rate (double time on Sundays) for all ~~rate~~ verified time spent responding to the emergency from home, with a minimum of 15 minutes of such pay~~compensatory time~~ to be granted in any calendar day on which any such emergency responses were required and authorized.~~, up to a maximum of two hours of compensatory time in any calendar day.~~

Section 4.10~~2~~ Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix C. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including

but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations

The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 5
HOURS OF WORK AND OVERTIME

Section 5.1 Workweek.

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of five (5) consecutive eight (8) hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs.

The Employer will notify the Secretary-Treasurer and the President of the Union of these exceptions. For shift positions requiring a seven (7) day continuous operation, the work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 pm. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The starting times of employees are contained in Exhibit I. The Employer may change the time of its work day (Exhibit I) or work week in case of an emergency or an unforeseen situation with reasonable notice to and upon request, discussion with the Union. Notwithstanding the foregoing, the Employer may change the start of its work day for a department, bureau, crew or individual, to a time not more than two (2) hours before the times listed in Exhibit I, provided the Employer gives not less than fourteen (14) days' advance notice to the Union and affected employees, and discussion with the Union. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times for each day of that period. No employee shall be placed on a split shift without agreement by the

Union. Failure to comply with this provision shall result in the payment of appropriate premium time to affected employees.

The City of Chicago will continue the past practice, where applicable, of beginning the normal work shift one hour earlier during the period to begin (on or about) July 1 through (on or about) Labor Day due to 'heat" or temperature conditions, commonly known as the "heat program" to meet Department Operational needs.

Section 5.2 Overtime

All work performed prior to the start of the regular shift on a regularly scheduled work day and work week shall be paid for at one and one-half times the regular straight time rate of pay.

All work performed after eight hours worked in any 24 hour period should be considered overtime and paid for at the rate of one and one-half times (1 1/2) the regular straight time rate provided the employee completes the normal work week or is absent with the Employer's permission.

All work performed on Saturday, when Saturday is not part of the employee's regular work week; or on the sixth ~~consecutive~~ day ~~worked~~scheduled, 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~~scheduled, shall be paid for at two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for

overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Distribution

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the job classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training.

A reasonable amount of overtime shall be a condition of continued employment. In the event there are not sufficient volunteers who accept such offers of overtime, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been, reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3 (a).

(c) The Employer may utilize employees from other work locations to equalize overtime distribution within the Department, as feasible over a reasonable period of time. If the Union believes

there exists a catastrophic situation or an excessive amount of overtime over an extended period of time at a work location, the Union will so notify the Director of Labor Relations. The Employer will meet with the Union as soon as possible, but in no event later than 72 hours, to discuss methods of equalizing overtime within the Department.

(d) Overtime lists shall be posted at each work location and updated on a weekly basis, exclusive of lists for snow overtime which shall be maintained pursuant to the existing practice of the parties.

Section 5.4 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

Article 6
Holidays

Section 6.1

(a) Full-time hourly employees shall receive eight hours straight time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

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

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall

be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

(d) The benefits set forth in (a),(b) and (c) above shall be paid provided the employee is in compensable time status or pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied. Compensable time ~~time~~ status shall be defined as a personal day compensatory time earned, sick day or vacation day.

Beginning January 1, 1993, all employees who are regularly assigned to work at the Chicago Public Library system shall receive holidays in accordance with the Chicago Public Library system's holiday schedule.

NOTE: The system observes the following holidays:

HOLIDAY
New Year's Day
Martin Luther King, Jr.'s Birthday

Lincoln's Birthday
Washington's Birthday
Pulaski Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Section 6.2 Payment for Holiday

If an employee is scheduled to work on a paid holiday under this Agreement, except for Christmas, New Year's Day, and Dr. Martin Luther King's Birthday, he/she shall be paid at the rate of two and one-half (2 ½) times his/her regular hourly rate (which includes holiday pay) for all hours worked. An employee working on Christmas, New Year's Day and Dr. Martin Luther King's Birthday shall be paid at the rate of two (2) times his/her regular hourly rate (which includes holiday pay) for all hours worked plus eight (8) hours off with pay (compensatory time) if the employee is a full-time employee and pro rata time off if the employee is a part-time employee.

Section 6.3 Determining Work days as Holidays

A holiday is the calendar day running from midnight to midnight. An employee whose workday extends over parts of two(2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 6.4 Failure to Report to Work on a Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for

that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.5 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day. For employees whose regularly scheduled work week includes Saturday and/or Sunday, whenever said holiday falls on an employee's normal day off the employee shall be granted another day off with pay. The Department Head shall grant an employee's request for another day off on the basis of seniority among the employees who normally perform the work and make their requests on the same day, provided however, that the Department Head shall retain the right to determine the number and scheduling of employees at any one time without hindering the operation of the Department.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the Department Head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation

period, unless such absence is for a reason the Employer finds to be valid, such as receiving pay for sick days.

ARTICLE 7
VACATIONS

Section 7.1 Amount

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1; following his/her January 1, eligibility.

Continuous Service Prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 Years	24 days
After 25 Years	25 days

Section 7.2 Pro Rata Vacations

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year;

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by twelve (12); the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least eighty (80) hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3 Forfeiture of Vacation

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee (with less than ten years of service), elects in writing to carry over up to three such vacation days for use individually or consecutively during the next vacation year, or (4) the employee (with ten or more years of service), elects in writing to carry over up to five such vacation days for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to carry over vacation days must be scheduled upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld, and such carry over days must be taken on or before ~~April~~

June 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). 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.

Section 7.4 Employees Laid-Off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of thirty (30) days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.

Section 7.5 Rate of Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times

eight (8) hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Selection.

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing

the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~Section 7.7 Reciprocity with Other Agencies~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation~~

~~time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.78 Non-consecutive Vacation Days

Employees may receive up to ~~five (5)~~six (6) of their vacation days, one or more day(s) at a time, as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday-Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week shall be considered consecutive (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite

side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five~~ six (6~~5~~) of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness or the illness of a family members, who shall include (or be expanded upon by the City): (i) mother, father, husband, wife, brother or sister (including step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who are currently receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or a layoff of thirty (30) days or less; or

2. An absence where the employee is adjudged eligible for duty disability compensation.

[1]

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absence without leave

(2) absence due to suspension

(3) Unpaid medical leave of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

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(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

~~**Section 8.34 Break in Service**~~

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless

the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.45 Probationary Employment

New employees hired after ratification of this Agreement will be regarded as probationary employees for the first ~~six (6)~~twelve (12) months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after ~~six (6)~~twelve (12) months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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 and/or (2)if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served ninety (90) days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served ninety (90) days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.34 of this Agreement. Seasonal employees who have worked without a break in services or who have worked more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not exceed sixty (60) days, to demonstrate that he/she can perform the job. If the employer has just cause based upon the employee's job performance at any time during that evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior,

displacing, if necessary, any employee who has been placed into said job.

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

Section 8.56 Seasonal Employment

A seasonal employee is an employee who is employed in a job title for a period not to exceed 180 calendar days for temporary work related to or caused by seasonal needs. Such appointments shall expire automatically at midnight on the 180th day. Such employees may be reappointed for temporary work related to or caused by seasonal needs, with the written concurrence of the Budget Director and Commissioner of Personnel, to an additional thirty-day term which shall expire at midnight of the 30th day. One further said thirty-day reappointment for the same purposes may be made upon similar Budget Director and Commissioner of Personnel approval. The Employer shall notify the Union of the number and job titles of any such reappointments. It is understood and agreed that the hiring and retention of seasonal employees shall be at the discretion of the Employer.

Seasonal appointees shall not become Probationary Career Service or Career Service employees by virtue of length of service in a seasonal appointment.

Seasonal employees shall not be eligible for holidays, Vacations, sick leave for salaried employees, vision care, dental, life and accident benefits, bereavement pay or jury duty, but will be provided with group health insurance under the same eligibility and conditions as other employees covered by this Agreement, except that elective medical care and pre-existing conditions, as those terms that are defined in the standard group insurance policy, shall be excluded.

Seasonal employees shall be compensated at the same rate as career service employees. Seasonal employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures. Seasonal employees shall be eligible for recall to seasonal positions in which they have accumulated either (a) four (4) months of said seasonal service during the 1984-85 winter season, or (b) five (5) months of said seasonal service from and after July 1, 1983, provided that such employees:

(1) shall not have received a negative evaluation during their last seasonal appointment and shall not have received (a) more than one written warning or (b) a disciplinary suspension in any Employer position;

(2) shall be available, fit for duty and subject to the same pre-employment screening procedures as are new applicants for employment when recalled, and shall have the present ability without further training to

immediately perform the duties of the position to which they are recalled;

(3) shall not refuse recall. Upon recall, the employee shall promptly notify the Employer of his/her desire to return to work and shall be available to report for employment within seventy-two (72) hours of said notice or the employee shall be deemed to have refused recall;

(4) shall have been recalled within one year of the expiration of their last seasonal employment; and

(5) shall not have resigned or incurred a break in service during a period of appointment.

Employees who do not meet and continue to meet all of the five (5) conditions stated above, shall have their names permanently removed from the recall list.

Evaluations shall not be subject to the grievance procedure, except that the Employer shall not, after January 1, 1985, give a seasonal employee a negative evaluation for an arbitrary or capricious reason for the purpose of preventing the employee from becoming eligible for recall under this Section, and, only to that limited extent may such Employer action be subject to grievance.

A seasonal employee who is hired on an annual recurring basis within one year of his/her last termination; and who accumulated twelve (12) months of said seasonal service from and after July 1,

1983, shall not be a career service employee but shall receive the benefits under this Agreement which are given to probationary employees.

Effective January 1, 2001, a seasonal employee who is hired on an annual recurring basis within one year of his/her last termination, and who accumulates 12 months of said seasonal service, shall receive the benefits under this Agreement which are given to career service employees, and shall remit full contributions toward their health care coverage as set forth in Article 9 below.

Effective January 1, 2001, seasonal employees with less than 12 months of seasonal service will continue to receive their current benefit package, but will pay a pro-rata share of the full contribution toward their health care coverage. The amount of that contribution shall be approximately 90% of the employee medical contribution for career service employees. ~~For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL~~	~~SINGL~~	~~EMPLOY~~	~~FAMILY~~
~~Up to~~		~~19.00~~	~~22.00~~
~~Maximum~~		~~53.37~~	~~66.56~~
~~Effectiv~~		~~contri~~	~~at~~

~~salary levels per pay period will be adjusted as follows:~~

~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~2~~
~~$100,000~~	~~40.46~~	~~74.46~~	~~0~~

The Department will provide the Union with written notice of the names of laid off seasonal Motor Truck Drivers within fourteen (14) days of layoff, and the names of rehired seasonal Motor Truck Drivers within fourteen (14) days of rehire. Effective upon ratification, in the event the Employer intends to impose a disciplinary *suspension* with respect to a seasonal employee with at least five (5) years of seasonal service, as defined herein, and where the suspension would result in a loss of pay for the employee, 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. At the meeting the Employer will notify the employee and the Union of the contemplated disciplinary action and the reason(s) underlying it. The employee and the Union will be given the opportunity to respond to the accusations at the meeting. This meeting shall be informal and there shall be no witnesses present unless both parties agree. The Employer may, at its option, conduct further investigation after this meeting. In *the* event

discipline is imposed shall not be subject to the grievance procedure, as nothing in this provision shall be deemed as altering the non-Career Service status of seasonal employees. This provision shall not apply where the suspension is the result of application of progressive discipline for violation of the Employer's time and attendance policies, provided that the Employer shall, upon *request,* provide the Union with copies of the employee's time and attendance record.

Upon request by *either* party made after one year from the date of ratification of this Agreement, the parties shall meet to discuss any proposed changes to this Section 8.5~~6~~.

Further, the City shall retain the right to hire seasonal employees under the provisions of Section 8.5 of this Agreement, as may be necessary when sufficient Pool Motor Truck Drivers are unavailable.

Section 8.~~6~~7 Pool Motor Truck Drivers

a) Establishment. Pool Motor Truck Drivers will be paid at 80% of the rate of a Motor Truck Driver for the first year of employment with the City, and at 90% of the rate for a Motor Truck Driver for the second full year of employment with the City. Following the second anniversary of their employment, Pool Motor Truck Drivers shall be paid at the then current Motor Truck Driver rate of pay. These positions shall be probationary positions within the meaning of Section 8.4~~5~~ of this Agreement for a period of two (2) years from date of hire. Career service ~~garage attendants~~fleet services assistant, service writers, booters, non-CDL drivers and mobile health operators who successfully bid into

Pool Motor Truck Driver positions shall be paid at 90% of the then current Motor Truck Driver rate for one (1) year and thereafter will receive the full Motor Truck Driver rate.

Every July 1, the Employer shall audit the number of Pool Motor Truck Drivers. If the number of Pool Motor Truck Drivers exceeds 40% of the total Motor Truck Drivers ("Pool Cap"), the Employer shall declare a vacancy for each Pool Motor Truck Driver Position that exceeds the Pool Cap. The Employer shall fill thses vacancies in accordance with Section 8.7 of the Agreement by August 1 of each year. The Employer shall review the audit numbers with the Union prior to August 1 of each year.

(b) Qualifications. Persons who bid into Pool Motor Truck Driver positions pursuant to Section 8.7~~9~~ of this Agreement, or who are hired into these positions as new employees, must possess A or B commercial drivers licenses and an X endorsement as a condition of employment. Current seasonal employees who apply and have recall rights under Section 8.4~~6~~ of this Agreement, or qualified career service ~~garage attendants~~fleet service assistants, service writers, non-CDL drivers and booters who bid into available vacant Pool Motor Truck Driver positions, shall be given preference for hire for Pool Motor Truck Driver positions over non-employees, provided they have the then present ability to perform the work without further training. Where selection is based on seniority, in accordance with Section 8.7~~9~~ of this Agreement, career service employees shall be selected before non-career service employees.

(c) Probationary Period. All newly hired Pool Motor Truck Drivers shall serve a probationary period of two (2) years of employment under the terms of Section 8.4~~5~~ above. Except as provided herein, newly hired Pool Motor Truck Drivers shall receive the same benefits given to seasonal employees with less than twelve months of service for the first year of that probationary period, and shall receive the same benefits given to seasonal employees with more than twelve months of service for the second year of their employment. Notwithstanding the foregoing, seasonal Motor Truck Driver employees or career service ~~garage~~ fleet services assistants ~~attendants~~, or service writers, non-CDL drivers, or booters who already receive full benefits at the time they bid into Pool Motor Truck Driver positions shall retain those benefits upon becoming Pool Motor Truck Drivers.

Upon the expiration of the probationary period, employees shall become career service employees and shall be entitled to receive all benefits received by such employees.

(d) Assignment. The Employer will assign Pool Motor Truck Drivers to perform work in its Departments of Aviation, Transportation, Water Management and Streets and Sanitation as such work becomes available by order of seniority, provided that the employee is capable of performing that work without further training, and has the required class of CDL with the necessary endorsements. An employee shall be permitted to waive a particular assignment once during each calendar year and remain in the pool on

inactive status should he decide to do so. In that event, the employee shall retain his or her place on the Pool Motor Truck Driver seniority list and be eligible for the next assignment to another Department. Should the Department have insufficient Pool Motor Truck Drivers available on account of drivers waiving the assignment, the Employer shall assign drivers to that Department by reverse order of seniority, provided the drivers have the then present ability to perform the work without further training. Nothing herein shall prohibit a Department from agreeing with another Department to transfer a particular Pool Motor Truck Driver who may have specific skill, provided the Union has prior notice and the employee has no objection. When an employee's particular assignment is concluded, the employee shall be returned to the pool for reassignment by order of seniority. If no assignment from the pool is then available, the employee shall be placed on unpaid inactive status, which shall not constitute a lay-off under this Agreement; provided, however, a Pool Motor Truck Driver on inactive status will continue to receive health insurance coverage as if he/she were in full pay status for the end of the month in which he/she is inactive. For the purpose of this Section, a Pool Motor Truck Driver's assignment ends when the Department to which the driver is assigned notifies him or her in writing that they are being returned to the pool. The fact that a Department may not utilize the services of a Pool Motor Truck Driver on a particular day or days during an assignment shall not constitute returning the driver to the pool under this

paragraph. A Pool Motor Truck Driver shall not be allowed to bump another a Pool Motor Truck Driver who has already been assigned to another Department even though that employee may have less seniority. Employees who wish to voluntarily end their assignment in the department in which they are currently working and be returned to the pool for reassignment may submit a request on a form approved by the Employer. Any such requests must be submitted in February and August, and shall remain valid for the duration of the assignment in that department, or until the end of that calendar year, whichever occurs sooner. Such requests will be considered when the department ends assignments and returns employees to the pool. Such requests will be granted in seniority order, in a number not to exceed the number of employees the department is then returning to the pool. An employee who exercises the right to take a voluntary return to the pool under this paragraph shall have no right to waive any other assignments for the remainder of that calendar year.

(e) Department Layoff. In the event of a layoff within a Department, the Department shall first terminate the seasonal drivers, and then return Pool Motor Truck Drivers to the pool by order of reverse seniority before laying off ~~career service~~ Motor Truck Drivers (7183s).

(f) ~~Seasonal Hires~~Winter Snow Program. Notwithstanding any other provision in this Agreement to the contrary, the current 2-hour ~~seasonal program~~Winter Snow Program in the Department of Streets and Sanitation as it is currently administered, shall

continue unchanged.~~, provided that there are no Pool Motor Truck Drivers on the list who are not assigned. Further, the City shall retain the right to hire seasonal employees under the provisions of Section 8.6 of this Agreement, as may be necessary when sufficient Pool Motor Truck Drivers are unavailable.~~The Employer shall be able to utilize up to sixty (60) Pool Motor Truck Driver Assignments as two hour assignments in the Winter Aviation Program. The remainder of assignments shall be a minimum of eight (8) hours.

(g) Labor Management Committee. The Employer and the Union shall establish an advisory labor management committee for the purpose of addressing any issues or problems concerning the implementation and operation of the Pool Motor Truck Driver program which may arise during the life of this Agreement. The Employer's Department of Personnel shall be responsible for the maintenance of the Pool Motor Truck Driver list, and shall call drivers from the list as requests for drivers are received from the City's Departments.

~~Section 8.8 Pool Motor Truck Driver Preference~~

~~When the Employer declares a vacancy for full-time Motor Truck Drivers, seasonal Motor Truck Driver employees who apply and who have recall rights under Section 8.6 of this Agreement, shall be given preference for hire over non-employees, provided they have the then present ability to perform the work to the Employer's satisfaction without further training. When equally qualified, ties~~

~~will be broken by seniority.~~

Section 8.~~7~~9 Filling of Vacancies

The Following procedures shall be used to fill vacancies:

(a) Employees within a department who desire a change in a shift, day(s) off or location of their job assignment shall request such a change in writing on the employer's form. Employees may file such request in December for the period beginning in January and continuing through the following year. Employees can file multiple requests throughout the year except an employee shall only be allowed a single transfer within a twelve (12) month period.

Each employee shall receive a copy of all request filed with a receipt noted on the copy. A list of such requests from each department shall be provided to the Union in January and the Employer shall provide a copy of each subsequent request to the Union.

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, provided the employees has the ability to perform the required work without further training.

~~Employees within a department who desire a change in shift, day off group or work location of their job assignment shall request such change in writing on the Employer's form. hen filling a vacancy, the Employer shall select the most senior (time-in-title) employee in the job classification in the department who has such a request on~~

~~file, provided the employee has the present ability to perform the required work without further training.~~

~~(a) Employees may file such requests in December for the following calendar year. Employees filing multiple requests and accepting a transfer shall only be allowed a single transfer in each calendar year. The Employer will provide the Union with a copy of the list of transfer requests within fourteen (14) days of the list being compiled.~~

(b) When filling a vacancy and where no such requests are on file, the Employer shall post the job for bid. The Employer will post vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. ~~A copy of the posting shall be provided to the Union no later than the first day of posting.~~ Said vacancy shall be posted for 14 days on the CAREERS website. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify the Union. Prior to the commencement of the selection process, the Employer will provide the Union with a list of qualified bidders.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable,

the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents considered during the hiring process, including documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notified by the Department Head and informed of the reason for non-selection.

The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based on the Employee's job performance at any time during that period that the successful bidder cannot perform the 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."

Notwithstanding the foregoing, the Employer may, where it deems appropriate, post bid announcements during the four-month period prior to January 1 in any calendar year, for certain jobs within a department which the Employer may seek to fill at any time after January 1 of that calendar year, without any further bid postings for those jobs during that calendar year. A copy of the posting shall be provided to the Union no later than fourteen (14) days prior to the posting date. Employees shall have thirty (30) days from the

date of the posting to submit bids. Before filling any vacancies pursuant to such a posting, the Employer will provide the Union with a copy of the Employer's list of all individuals who submitted bids pursuant to the posting. Said list will reflect the Employer's scoring of those individuals with respect to their relative qualifications for the job, and the order in which the Employer intends to grant bidders preference for any available declared vacancies for the posted jobs in that calendar year. The list will be completed by no later than February 1 of that calendar year, unless otherwise agreed by the parties, and will be provided to the Union at the time it is finalized by the Employer. Upon request by the Union, the Employer will meet and discuss its ranking of bidders with the Union. Nothing in this paragraph shall preclude the Employer from declining to offer any available position to a bidder if the bidder has failed to satisfy the Employer's promotional criteria guidelines, or if the Employer determines that the' bidder will be unavailable due to leave of absence or other reason, or that the bidder is otherwise no longer qualified for the available position. The Employer will notify the Union at the time it makes any promotion from the list in rank order. In the event the Employer intends to make a promotion from the list out of rank order, it will provide the Union at least ten (10) calendar days' notice, and will meet and discuss the matter upon request by the Union. In the event that the Employer intends to fill a job pursuant to the posting and there are no remaining qualified bidders on the original list, the Employer will post a new bid announcement prior to filling the position. Nothing in this paragraph shall preclude the Union from grieving the City's filling of any vacancy.

Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which are declared vacant by the Employer. The Employer shall select the most senior qualified applicant in order of the following tier System:~~.~~

Tier 1: General Foreman of MTDs (7187)

Tier 2: Equipment Training Specialist/MTD (7123); Foreman of MTDs (7185); Equipment Dispatcher I/C (7127); Equipment Service Coordinator (7110).

Tier 3: Equipment Dispatcher (7124); MTD-Tire Repair (7186); Motor Truck Driver/100% (7183); Pool Motor Truck Driver (7184); Supervising Booter (7113); Auto Pound Supervisor (6292); Booter-Parking (7112).

Tier 4: Motor Truck Driver/90% (7183); Pool Motor Truck Driver/90% (7184); Motor Truck Driver/80% (7183); Pool Motor Truck Driver/80% (7184); Fleet Services Supervisor (7165); Fleet Services Assistant (7164); Non-CDL Driver (7114);

Tier 5: Seasonal Employee (7182); Mobile Unit Operator (7132); Service Driver (7111); Service Writer (7136).

For the Equipment Dispatcher, Supervising Booter, Fleet Services Supervisor, all Tier 1 classifications, and all Tier 2 classifications only, ~~W~~where applicants are relatively equally qualified, the Employer shall select the most senior employee of those applying. ~~who has the greatest ability to fill the needs determined by the Employer with due regard to the Employer's efforts to ensure equal employment opportunities.~~

"~~Ability~~ Relatively equally qualified" shall be determined by the Employer based upon performance evaluation, experience, training, proven ability and similar criteria.

"Seniority" shall mean, for purposes of this Section, the employee's service in the bargaining unit (effective 30 days after ratification). ~~job title (time-in-title).~~

(d) The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has reasonable cause based upon the employee job performance at any time during that period that the successful bidder cannot perform the 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.

(e) The following entry level positions shall be excluded from the bid procedure.

1. Attendant O'Hare Parking
2. Skyway Serviceman
3. Skyway Maintenance Man
4. Airport Terminal Monitor

(f) ~~Two Hour Seasonal Motor Truck Drivers may bid only for Pool Motor Truck Driver positions within the bargaining unit.~~

~~Notwithstanding any City practices to the contrary, an inactive Two Hour Seasonal Motor Truck Driver on a seasonal recall list may bid on Pool Motor Truck Driver positions which are posted under this~~

~~Section 8.9.~~ Also notwithstanding any City practices to the contrary, Pool Motor Truck Drivers who have been returned to the pool and are available for assignment shall have the right to bid on bargaining unit positions.

Section 8.~~10~~ Balancing the Workforce

a) The Employer's movement of employees from one location, shift or day off schedule to another 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 locations, shifts, or day off schedule.

If the Employer intends to reduce the number of employees in a job classification at a location, shift or day off schedule and reassign them to another location, shift or day off schedule, the Employer shall seek volunteers among the employees in the affected job classification, provided that the volunteers have the present ability to perform the required work without further training.

If there are more volunteers than there are assignments, such reassignments shall be made on the basis of seniority. If there are insufficient volunteers available, the Employer shall reassign employees using reverse seniority provided the employees have the present ability to perform the required work without further training.

b) The Employer's movement of employee's from one location, shift or day off schedule to another without said request for volunteers, or by reverse seniority as in Section 8.~~7~~9 above may

be done to meet the Operational needs of the Department or the City of Chicago. In such circumstances, the Employer shall meet with the Union regarding the impact of said action in accordance with the provisions of the Illinois Labor Relations Act.

Section 8.~~911~~ Acting In A Higher-Rated Job

The time limit for higher rated jobs shall not exceed one hundred eighty (180) days, except where a regular incumbent is on leave of absence, in which case the time limit for acting into such position may not exceed one (1) year, and no individual employee can act up into that position for more than ninety (90) days. The time limits may be extended by mutual agreement of the parties. If the one hundred eighty (180) day time limit is extended to one (1) year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee. To the extent that the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits set forth herein, the position shall be treated as a "permanent vacancy" within the meaning of Section 8.7 of this Agreement and the Employer shall post and fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.

An employee who is directed to and does perform and who is held accountable for substantially all of the duties and responsibilities of a higher-rated job shall be paid at the higher rate, retroactive to the first day of the assignment. ~~The Employer shall not require~~

~~the performance of the duties in the higher-rated job for a period of more than ninety (90) days, except where a regular incumbent is on leave of absence, in which case it shall be six (6) months. Such time limits may be extended by mutual agreement of the parties.~~

~~If the Employer continues to require the performance of the duties of the higher-rated job beyond this time limit, the Employer shall post and fill the job as a permanent vacancy pursuant to Section 8.9.~~

~~The Employer shall notify the Union on a monthly basis of all employees continuously working in a higher rated position~~

~~for more than one pay period. Such notice shall include the name of the individual acting in said position, the name of the person being replaced, if known, and the date which the individual began and stopped working in said position, and the Department.~~

ARTICLE 9
Group Health, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

~~a)~~

b) Employees who participate in the Employer medical care plan or an HMO shall make the following percentage contributions

toward their health care coverage based on the applicable percentage of their base pay (not including overtime) limited by the salary cap:

	Single	Employee +1	Family	Salary Cap
July 1, 2017	1.2921%	1.9854%	2.4765%	$90,000
July 1, 2018	1.7921%	2.4854%	2.9765%	$100,000
Jan. 1, 2019	2.2921%	2.9854%	3.4765%	$115,000
Jan. 1, 2020	2.7921%	3.4854%	3.9765%	$130,000

~~contributions toward their health care coverage:~~

~~b) 1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE +1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

~~2) Effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as~~

~~specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

Effective January 1, 2019, prescription benefits shall be subject to an annual deductible of $35 per Employee (one annual deduction per household).

Effective January 1, 2021, prescription benefits shall be subject to an annual deductible of $75 per Employee (one annual deduction per household).

c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

g) The current practice of permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves,

employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules.

In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form which may include, but is not limited to, a COBRA notice, HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago 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 shall memorialize their intent to create this MCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix D.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

a. Formation of a Committee to govern the LMCC

Consisting to twenty (20) Trustees, half of the Trustees shall be appointed by the City Chicago and half the Trustees shall appointed by the Coalition Unions.

b. Appointment by the City and Coalition of Chair and Vice-Co-chair as designated in the Trust Agreement.

c. Authority the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

d. Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the COUPE bargaining units) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each

party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or COUPE's offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6 457 Plan

The Employer shall make contributions, on a dollar for dollar basis, under a 401(a) Plan (or any similar successor Plan agreed to by COUPE) up to the maximum total amounts per year shown below based on amounts differed by each employee in those same years to the employee's 457 Plan, as follows:

a. Jan 1, 2020- up to $250 per year

b. Jan 1, 2021- up to $250 per year

c. Jan 1, 2022- up to $500 per year

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

Section 9.6 Retiree Health Care

The City agrees to provide representatives from COUPE information such as the claims and experience from the City retiree health plans and other relevant data/information so that COUPE Unions can explore the feasibility of establishing their own retiree health plan separate and independent form the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to a census for the current non-Medicare retirees

including the birthdate, gender, coverage their (single, couple Family, etc.) and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Article 10

Leaves of Absence

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three (3) consecutive days including the day of funeral. 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. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as he/she is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight (8) hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, ~~husband, wife,~~spouse, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother in law, son-in-law, daughter-in-law, sister-in-law, brother-in-

law grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and

medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty. Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

The Employer agrees to abide by all applicable laws regarding military leaves.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the Employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ Eeffective January 1, 1998 and thereafter, ~~said~~ salaried employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. Employees may use up to six (6) days of sick time per

year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. In the event an employee experiences a serious health condition within the meaning of the Family Medical Leave Act, ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the serious health condition.~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The

Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten (10) working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made once a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to employee's entitlement to Duty Disability.

Section 10.6 Personal Leave

Non-probationary employees may apply for leave of absence

without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 conditior Affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.7 Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to three (3) months, provided said leaves shall be renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year

segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to six (6) employees for the purpose of service with the Union, its affiliated Joint Council or International ~~as Laborer Representative or officer with the International, State, District Council or Local Organization of the Union~~ for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the Employer. While on such leave the employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employee's who return from Union leaves of absence shall have the same right as an employee who returns from medical leaves of absence.

Section 10.9 Paid Parental Leave

Paid Parental Leave: 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 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 prior to the leave. 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
• Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
• 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.

Form

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

Form

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

Section 10.10 Promotional Examinations While On Leave

Employees on a leave under this Article shall be eligible to submit bids and participate in the hiring process, including testing for vacancies posted while on such leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1 Discipline

(a) Disciplinary action including discharge, shall be

excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the ~~Personnel~~ Human Resources Board or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both. An employee who may be subject to disciplinary action for any reason has the right to ask for a Union representative to be present at any interrogations or hearings in accordance with said Boards' rules.

For suspensions of eleven (11) to thirty (30) days the designated supervisor shall meet with the employee and notify him/her of the reasons for the discipline and be given the opportunity to respond at that meeting. If the employee requests the presence of a Union representative at such meeting one will be provided if ~~conveniently~~ reasonably available.

In the case of discharge, the employee shall be provided with a written statement of the charges on which the discharge is based with an explanation of the evidence supporting the charges. The employee shall have an opportunity to - (1) respond to said charges

in writing within five (5) working days of notification of the charge, and (2) meet with the Department Head's designee before action is taken. A Union representative may be present at such meeting.

In the event information which could lead to discipline or discharge is obtained through the use of GPS technology, the Employer will conduct an investigation into the information to determine its validity, and make an appropriate decision at that point in time. Depending on the circumstances of an incident, the Employer's investigation may include such things as time and attendance records, interviews with employees, managers, review of Employer records, etc.

(b) An employee who is subject to or reasonably believes he/she will be subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-

egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 7 days from receipt of the notice to appeal. If the employee does not file an appeal within the 7-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the employer to retain the employee on the payroll beyond the 30-day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union

and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that he/she is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used

as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is subject to the disciplinary investigation of the pendency of the investigation and its subject matter, within thirty (30) calendar days of the Employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include inducible criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a pre-disciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police Board is reversed or remanded resulting in restoration of the job, the Employer will pay

the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this Agreement.

The Employer shall pay employees entitled to make whole relief or other monetary relief following a hearing before the Human Resources Board within six (6) weeks of the final determination of the amount owed.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1. Within 5 working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the ~~Personnel~~ Human Resources Board or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or ~~Personnel~~ Human Resources Board upon the written request of the Union, the Employer shall conduct a meeting with the union and employee. Discipline shall be administered as soon as possible after the employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting

or further investigation, the employer may request in writing to the department head a review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice of discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2. Within three (3) working days or any mutually agreed upon extension after the Department Head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and union representative, if any, will be heard and provided the opportunity to ask questions.The Department Head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such Agreement or failure to decide and communicate such decision will result in

automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union representative to discuss the results of the investigation.Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The Department Head or designee shall render a written decision- within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4. If the matter is not settled at Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of Sections 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the

problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - IMMEDIATE SUPERVISOR

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head designee shall be posted for employees in areas where employee notices are

normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall: be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together

with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. .A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right

to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative ~~from~~ for the Employer or the Union, ~~'s operating department. , with copies of the request to the designated law department representative and counsel for the Coalition Unions,~~ setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested.

The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Aagreement shall be the sole source of any rights which either party

may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute.

The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

In the event the Union prevails in arbitration, the Employer shall pay the affected employee(s) within six (6) weeks of the final determination of a remedy. In the event the amount owed is disputed, either party may extend the arbitrator's jurisdiction to secure a final resolution of the remedy.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary Step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/Union at Step II.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone,

to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, parties shall mutually select an arbitrator from a group arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or

promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union.

The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions

allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2)Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators.Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The

arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph 0(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1 No Strikes

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, or delays of work of any kind.

Section 12.2 Union Responsibility

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts

take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3 Discipline of Strikers

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4 No Lockouts

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1 Dues Checkoff

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and ~~initiation~~ fees from the payroll checks of all employees so authorizing the deduction in any amount certified by the Union, and shall remit such deductions on

a monthly basis to the Union. Authorization for such deductions shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court or 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 Sections 13.1, 13.2, 13.3, 13.4 and 13.5 of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

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

Section 13.2 Fair Share Fees

It is further agreed that thirty (30) days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted or on a monthly or quarterly basis as directed by the Union under terms and procedures as shall be agreed upon in negotiations between the Employer and Union. It is understood

that the amount of deduction from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3 Religious Objectors

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4 Requirement of Membership

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union or pay fees in lieu of membership, during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, thirty (30) days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and

contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.5 D.R.I.V.E.

The Employer agrees to deduct from the pay of those employees who individually request it voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on each payday provided that all employees contribute in the same amount. The Employer shall transmit such deductions to DRIVE National Headquarters on a monthly basis along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and amount deducted from the employee's paycheck. ~~The Union shall reimburse the Employer on an annual basis for the Employers' actual cost of the expenses incurred in administering this deduction.~~

Section 13.6 Dues Deduction

The City and COUPE will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify Union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

ARTICLE 14

MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Secretary-Treasurer and the President of the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto.If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union will not perform the work of said employees. For example, if a Motor Truck Driver is on vacation, a Plumber shall not be assigned as a replacement Motor Truck Driver. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator.

The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional

work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

~~**Section 14.4 Deferred Compensation**~~

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

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by COUPE) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

The City agrees to provide representatives from COUPE information, such as the claims experience from the City retiree health plans, and other relevant data/information so that COUPE Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Form

Section 14.5 Rules of Conduct Change

When the Employer proposes to initiate reasonable changes Or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider

the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee as to the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presents the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Bulletin Boards

The Union shall have the right to bulletin board space at locations where they can be conveniently seen and read by affected employees. The Union shall have the right to post notices concerning Union business on the bulletin boards.

Section 14.8 Information to Union

~~The Employer will provide to the Secretary-Treasurer and the President of the Union on a monthly basis a bargaining report of current active employees, which list shall include the employee's name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

The Employer will provide to the Union Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:

-Payroll Period
-Payroll Number
-Employee Number
-Name
-Title Code
-Overtime dollar amount per pay period
-Gross pay per pay period
-Contact information (i.e. address, phone, email, if available)
-Date of hire and continuous service date
-Base hourly rate

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a

secured file transfer protocol (SFTP) available to the Union to receive the information.

~~The Employer shall also provide to the Secretary-Treasurer or the President of the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (Change of department and change of payroll); Appointments (which includes promotions and demotion); and Deaths. The Employer will provide the Union with copies of bid forms for each job posting within fourteen (14) days of the close of bidding for that job.~~

Section 14.9 Volunteer Work

There shall be no volunteer unit work (without pay) except for civic City parades.

~~**Section 14.10 Transfers Between Departments**~~

~~Employees desiring to transfer between Departments shall request such transfers on a form supplied by the Employer. The request shall be submitted to the Department to which the employee desires to be transferred and the Department from which the employee wishes to leave. Upon the agreement of the respective Department Heads, the transfer request shall be granted. In the event that a transfer is denied, the employee will be informed within a reasonable time of the denial of the transfer. Nothing herein shall preclude individuals~~

~~from arranging one for one transfers among themselves with the agreement of their respective Department Heads.~~

Section 14.101 Wrecker Equipment

The Employer will continue its past practice of having two (2) operators on big tow trucks (wrecker equipment), except when the assignment is geographically nearby, in which event, one operator may be used on the assignment provided the assignment is not so inherently dangerous to the employee that it could cause death or serious physical harm.

Section 14.112 Labor-Management Committee

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and the Employer agree to meet periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and the Employer shall each designate not more than four (4) representatives to a labor-management committee for this purpose. The Director of Labor Relations shall be sent written agenda by the Union for any meeting seven (7) days prior to said meeting.

Section 14.123 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $675~~$250~~ per month. ~~On the effective date of this Agreement, following its ratification by all~~

~~parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment.~~

Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party, ~~made no earlier than January 1, 2010,~~ the parties shall meet to discuss any proposed changes to this Section 14.12~~3~~.

Section 14.13~~4~~ Uniforms

The Employer will make arrangements for the furnishing of four (4) uniforms per year to employees assigned to booting duties, Motor Truck Drivers assigned to Loop towing, and Police Department employees who are required to wear uniforms. The Employer will provide employees in the Department of Streets and Sanitation with two (2) reflective

material T-shirts per year to wear in lieu of safety vests as per Department practice. The Employer shall provide all new Booters with first issue bullet proof vests (the same type provided to police officers). Employees driving garbage trucks or as otherwise allowed by past practice, may wear shorts during the months of May to September.

Employees that are required to wear protective safety shoes/boots by the Employer, such boots/shoes shall be provided annually by the "boot truck". In the event the Employer discontinues the boot truck, the Employer shall reimburse up to $100 upon proof of purchase annually.

Section 14.14 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, et the Employer's sole expense, to be subject an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct

the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through the process.

ARTICLE 15
LAYOFFS & RECALL

Section 15.1 Order of Layoffs

Probationary employees ~~with more than ninety (90) days of service~~ shall be laid off first in reverse seniority order. Thereafter, the least senior employee in the affected job classification shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job and further provided, the layoff does not have a negative effect on the Employer's efforts to ensure equal employment opportunities. "Seniority" shall mean, for purposes of this Section, the employee's service with Employer in the ~~job title (time-in-title) city-wide,~~ bargaining unit.

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training; e.g., a Foreman can displace an employee in a Motor Truck Driver job he/she previously had held or a General Foreman may displace an employee in a Foreman job he/she previously had held.

Section 15.2 Recall

Employees shall be recalled in reverse order of layoff. The duration of an employee's recall rights is governed by Section 8.3~~4~~ (Break in Service).

ARTICLE 16
SEPARABILITY

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any final and binding court decision, as well as, any Federal or State Law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, which shall remain in full force and effect. ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable amount of time.

ARTICLE 17

UNION REPRESENTATION

Section 17.1 Union Representation

The Union will advise the Employer in writing, of the names of the ~~Representatives~~ Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes. ~~Representatives~~ Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. ~~Representatives~~ Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the ~~Representatives~~ Stewards to engage in such activities.

Employees acting as ~~Representatives~~ Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of ~~Representatives~~ Stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's essential mission is to provide service to its citizens in a safe and economic manner. The parties to this Agreement recognize that drug and alcohol abuse in the workplace has 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 City and the employees covered by this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the Employer 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 employee 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 18.2 Definition

(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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer on the job sites or work location and over which the Employer 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 Cause: erratic or unusual behavior by an employee, including but not limited to noticeable imbalance, incoherence and disorientation, which would lead to 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 uses of drugs or alcohol.

(h) Test: the taking and analysis of any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two (2) supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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/she will be subject to termination.

(c) Drug and alcohol testing will be conducted by an independent laboratory accredited by the NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive", and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

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

Section 18.5 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 the voluntary Employee Assistance Program.

Section 18.6 Paid Time for Drug Testing

Employees subject to testing for drug and/or alcohol shall be compensated for all time at the collection site and for travel time going between the work location and the collection site. If an employee is directed to proceed to a collection site during his/her shift, the employee shall remain in pay status, including premium pay where applicable, until the employee completes the sample collection.

The Employer will not require an employee selected for random testing to go to the collection site before the start of the employee's shift or after its completion. During the employee's shift, an employee will not be required to use his/her personal vehicle to drive from the work location to the collection site to take a drug or alcohol test.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City

Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of Graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition *Union's* collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement this Initiative. Said memorandum shall be attached to this Agreement as Appendix E.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External

Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth n this Article and supplemental memorandum attached hereto.

ARTICLE 20

DEPARTMENT OF AVIATION

Within thirty (30) days of ratification, the Employer shall post and bid an equipment training specialist at Midway Airport.

ARTICLE 210
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, 202217, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than one hundred-twenty (120) days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt

requested, of a desire to amend, add to, subtract from or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given, the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subjected to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

It is further agreed that any improvements in holidays, vacations, sick leave for salaried employees, group health, vision care, dental, life and accident benefits, bereavement pay and jury duty leave granted to the majority of other employees of the Employer during the term of this Agreement shall also be granted to the employees represented by the Union coming under this Agreement.

ARTICLE 221
TERM OF AGREEMENT

Form

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but

no earlier than July 1, 200~~7~~**17**, and shall remain in effect through 11:59 p.m. on June 30, 201~~7~~**22**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:

(a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in

Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in~~

~~the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~Non-Prevailing Wage Rate Reopener~~

~~Four-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current~~

~~four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~Five-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4. Should either party elect to reopen negotiations pursuant to~~

~~this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the day of , ~~2007~~ **2018.**

~~This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, 2007~~, ~~2017, and shall remain in effect through 11:59 p.m. on June 30, 2017~~ 2022.

Form

Form

Form

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;

2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:

(a) The parties charge the MCC with the responsibility of approving Plan changes that will result in significant cost containment or *savings*, as measured by projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter

~~when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.~~

~~**(b)** Should the Plan changes approved by the LMCC fail to result in such cost containment or *savings* as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays *and* co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.~~

~~**(c)** Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics: Health Plan set forth in Article 9; Structure of the LMCC;~~

~~Composition of the LMCC; Funding of the LMCC.provided, however, each party reserves *'1* right to reopen this Agreement in order to negotiate the Health Plan set forth in Article *9* no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

~~If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit~~

written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

Non-Prevailing Wage Rate Reopener

Four-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five- year term (07/01/2012 to 6/30/2017) under article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminated the "Me Too Clause" by March 31, 2012.

Five-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the

~~Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

~~Other Reopener~~

~~In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.~~

~~IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____, day of~~ Form

DISABILITY BENEFITS

Disability benefits shall be paid in accordance with the plan of benefits of the Municipal Pension Fund or other applicable pension plan.

~~There are two classifications of disability benefits as follows: ORDINARY DISABILITY BENEFITS are provided for employees who become disabled as a result of any cause other than accidental injury incurred while in the performance of an act of duty.~~

~~Ordinary disability benefit is payable to any member of either Pension Fund:~~

~~a) Laborer's Pension Fund, 221 North LaSalle Street, Room 748, Telephone, (312) 236-2065.~~

~~b) Municipal Pension Fund, 221 North LaSalle Street, Room 500, Telephone, (312) 236-4700.~~

~~if you are under age 70 for disability commencing after January 1, 1979.~~

~~The amount of this benefit, which is called "Ordinary Disability Benefit", is equal to 50% of the employee's annual salary at the time of disablement. However, from such amount the 8 and 1/2% normally contributed for pension purposes up to age 65 is withheld and credited to an employee's account, so that annuity rights continue to increase just as though the employee is working. The net rate of disability payments, therefore, amounts to 41 and 1/2% of annual salary. After attainment of age 65, 7% is~~

~~normally contributed for pension purposes. Therefore, the net rate of disability payments after age 65 amounts to 43% of annual salary.~~

~~Ordinary disability benefit is payable after the first 30 days of disablement, provided the employee is not then in receipt of salary. Ordinary disability benefit is payable until the first of the following:~~

~~1) the disability ceases; or~~

~~2) the date the disabled employee attains age 65 for disability commending prior to attainment of age 60 in the service and after January 1, 1979; or~~

~~3) the date the disabled employee attains age 70 for disability commencing after attainment of age 60 in the service and after January 1, 1979; or~~

~~4) the date the payments exceed in aggregate one-fourth of the total service, but not to exceed five years. Service for this purpose is counted only from the date a person joined the Fund.~~

~~Payment for service rendered prior to the date an employee participant joined the Fund (past temporary service) does not serve to enlarge the period of time for which a disabled employee is eligible to receive disability benefit. Such payments provide additional credit for annuity purposes but NOT for disability benefit.~~

~~We might point out that an employee whose disability continues after the receipt of ordinary disability benefit for the maximum period of time and who withdraws from the service while still disabled is entitled to receive an annuity regardless of age.~~

~~NOTE:~~

~~1) A Career Service employee must take a leave of absence to protect his/her reinstatement rights. This form is available through your payroll department.~~

~~2) If the disabled employee is an hourly employee, he/she should request a waiver of premium form which is to be filled out by his/her physician so that the employees' health insurance will be paid for by the City of Chicago for the balance of the month and the following 30 days. After which time, the employee must make direct payments.~~

~~a) Contact Benefits Management, Direct Payments for Health Insurance -- (312) 408-1671~~

b) Contact your OPTIONAL Life Insurance Company:

Bankers Life & Casualty Company -- (312) 3966000

Metropolitan Universal Life Insurance -- 1800-331-9975

c) Contact State and Municipal Teamsters Union Local 726 for direct payment of dues to insure your death benefit and Dreaded Disease Policy -- (312) 666-5772

d) Contact your physician for a statement as to your condition and approximation of when you might return to work.

e) Contact Deferred Compensation (if a member) -- (312) 443-1975.

NOTE:

When you are on ordinary disability, the added benefits that are paid for ACTIVE EMPLOYEES by the City of Chicago, namely DENTAL AND VISION CARE, ARE NOT covered when you are off.

When you are able to return to active employment, you will need your physicians release, which you are to take to the City Physician. (At Mercy Works). After the City Physician has cleared you to return to work, you are to report to the Administrative Office of the Department for which you work.

If there is an undue delay between your clearance by the City Physician to return to work and the actual day on which you are put back on the City's payroll, you can apply for unemployment compensation benefits through the State of Illinois, (312) 793-5280, for the time you were not receiving disability benefits.

DUTY DISABILITY applies to accidental injuries or illnesses which arise out of and in the normal course of employment duties. It does NOT apply to accidental injuries or illnesses which occur while the employee is not performing his/her normal employment duties.

A City of Chicago employee who incurs a disability injury which arises out of and in the course of his employment is entitled to certain Workmen's Compensation benefits.

1) If the disabled City employee is a member of either Pension Fund and under 70 years of age, he/she is usually entitled to receive 75% of his average annual gross wages.

~~The disabled employee will receive a check from the Committee on Finance Workmen's Compensation Office, Telephone, (312) 744-3388, (Department of Aviation Employee Only - (773) 686-3533) and one check from his/her Pension Fund:~~

~~a) Laborer's Pension Fund, 221 North LaSalle Street, Room 748, Telephone, (312) 236-2065~~

~~b) Municipal Pension Fund, 221 North LaSalle Street, Room 500, Telephone, (312) 236-4700~~

~~These two checks will equal 75% of his/her average annual wages.~~

~~2) If the disabled City employee is 70 years of age or older, he/she IS NOT eligible to receive any duty disability benefits from their Pension Fund. This exemption is clearly stated in the pension laws.~~

~~3) There is no age limitation for eligibility of receiving duty disability benefits from the Workmen's Compensation Division. However, the Workmen's Compensation benefits will not change even if the disabled employee is not eligible for pension benefits. If the disabled City employee is not a member of the Pension Fund, he/she will not receive any benefits from either Pension Fund.~~

~~5) Duty Disability benefits are paid for seven days per week. They begin the first full calendar day that the disabled employee is off their normal payroll.~~

~~6) If the disabled employee is a member of either Pension Fund and under 70 years of age and is disabled from work for less than 14 calendar days, the Committee on Finance Workmen's Compensation Division or the Department of Aviation Workmen's Compensation Division benefits will not begin until the fourth working day that the employee is off. However, the Pension Fund will pay duty disability benefits sufficient enough to equal 75% of the employee's average annual gross wages for the entire period of time for which the employee is off work.~~

~~7) If the disabled employee is a member of either Pension Fund and under 70 years of age and is disabled for more than 14 calendar days, the Committee on Finance Workmen's Compensation Division, or the Department of Aviation Workmen's Compensation Division benefits will begin on the first full calendar day that the employee is off work. The Pension Fund will pay the monetary difference to equal 75% f the average annual gross wages.~~

~~8) Duty Disability benefits are payable to the injured City employee so long as he/she is physically unable to perform their~~

normal employment duties and under the medical supervision of the City Physician.

9) The City of Chicago's Workmen's Compensation Divisions will authorize payment of the disabled employees 'group hospitalization premium. Such payment applies only to those duty disability claims approved by the Workmen's Compensation Divisions.

10) In order for the disabled City employee to verify that his written report of occupational injury or illness has been properly processed through his/her department, the employee should contact the Safety Section of his/her Department.

a) Dept. of Streets & Sanitation, (312) 744-7804
b) Dept. of Revenue, (312) 744-1593
c) Dept. of Water, (312) 744-8177
d) Dept. of Sewers, (312) 747-1687
e) Dept. of Transportation, (312) 744-3907/(312) 744-6407
f) Dept. of Aviation, (773) 686-353$^{3}/_{3}$438
g) Library, (312) 747-4252
h) Fire Dept., (312) 746-6923
i) Police Dept., (312) 747-5562
j) Health Dept., (312) 747-9796/8790
k) Dept. of General Services, (312) 744-7399
l) Department of Fleet, (312) 743-1689

Normally, it will take between three and four weeks from the date of injury to process a duty disability check from the Committee on Finance Workmen's Compensation Division or the Department of Aviation Workmen's Compensation Division to the disabled employee. That time period applies so long as the report of the occupational injury or illness is properly completed and processed by the Department.

NOTE:

The approval for such disability claims are voted on for approval only one day each month by both the Committee on Finance Workmen's Compensation Division and by the Boards of the Pension Funds. Therefore, if all the required reports are not completed by said date, the claims will NOT be considered for approval until the following month. Also, an injured City of Chicago employee who is claiming duty disability must complete all of the following requirements so that his/her claim can be properly processed:

1) Report the accidental injury to his/her foreman or supervisor immediately.

2) The foreman or immediate supervisor must complete a written report of occupational injury or illness.

3) Report to the City Physician, at Mercy Works, if so directed by your department.

4 Report to your Pension Fund Office

a) Laborer's Pension Fund, 221 North LaSalle Street, Room 748, Telephone, (312) 236-2065

b) Municipal Pension Fund, 221 North LaSalle Street, Room 500, Telephone, (312) 236-4700

ALL of the above requirements must be completed to process your claim. Then, as was noted under ORDINARY DISABILITY, contact:

1) Contact your OPTIONAL LIFE INSURANCE COMPANY:

Bankers Life & Casualty Company - (312) 396-6000 or Metropolitan Universal Life Insurance - 1-800331-9975

2) Contact your Local Union office, (312) 666-5772

3) Contact Deferred Compensation, (312) 443-1975

Important notice for employees on an authorized leave of absence (Ordinary Disability and Duty Disability) regarding life insurance:

If you go on an authorized leave of absence you may continue your optional life insurance coverage for a maximum period of four (4) months. A check or money order should be made payable to Bankers Life & Casualty Company and mail to 5353 N. Elston, Chicago, IL 60630, Attention: Helen Mihail. Be sure to include on the check or money order; your name, your social security number, and the pay period(s) you are paying for.

At the end of the four month period, you may convert to an individual life policy. To convert life insurance you must make a written application to Bankers Life within 31 days after your payment for the fourth month, or telephone (312) 396-6000.

If you pay for the optional life for four months and return to work within one year of the effective date of the leave, the optional life will be reinstated. However, if you do not elect to pay for the optional insurance, it will be considered that you have canceled the life insurance.

When you return to work, you must see your timekeeper. If you have made the payments, the optional life will be reinstated. If you have not made the payments, you must complete a statement of physical condition form, an underwriting

~~authorization form, and an enrollment form. You can obtain these forms from your timekeeper. They should be completed and returned to Bankers Life & Casualty, Attention: Helen Mihail.~~

~~Bankers will then advise you of the approval or declination by letter. You must give the approval letter to the Benefits Liaison for the deductions to be made and coverage to commence.~~

~~NEW CENTRALIZED DEDUCTIONS~~

~~Beginning with the January 1989 paycheck, two (2) new payroll deductions will be in effect: "Health Premium" and "Term/Universal" Life Insurance,~~

~~The Health Premium deduction represents City employees semi-monthly contribution to health care coverage.~~

~~The Term/Universal deduction is a combination of Bankers Optional Term Life and/or the new Metropolitan Universal Life Insurance which some employees have purchased. Both deductions are "centralized" and as such cannot be changed or canceled by department timekeepers. Employees wishing to change any centralized deductions must contact the appropriate central deduction agency. The agency will then communicate the required changes to the Comptroller's Office. Most changes will be made within a 45-day period.~~

~~If employees have any questions regarding the new Health Premium or Term/Universal deductions, please refer to the appropriate central deduction agency listed below.~~

~~Health Insurance Premium~~	~~(312) 744-1569~~
~~Term/Universal Life~~	~~1-800-331-9975~~
~~Deferred Compensation~~	~~(312) 443-1975~~
~~Municipal Employees Credit Union~~	~~(312) 744-7338~~

~~Hope this above information regarding your benefits will assist you, we remain,~~

~~Fraternally,~~

~~THE EXECUTIVE BOARD OF STATE MUNICIPAL TEAMSTERS UNION LOCAL 726~~

~~Labor Negotiation Between the City Of Chicago and Coupe~~

Side Letter

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE:

LMCC REFERRAL

Agree to the following in a side letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and training Program Initiative, including, but not limited to:

a) A multi-project labor agreement

b) A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with the U.S Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE: FOR THE CITY OF CHICAGO:

LABOR NEGOTIATIONS BETWEEN THE CITY OF CHICAGO AND COUPE

SIDE LETTER:

HEALTH CARE PLAN:

LMCC REFFERAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self- Inflicted Injuries
- Comprehensive Communication and Outreach Strategies

FOR COUPE: FOR THE CITY OF CHICAGO:

~~LABOR NEGOTIATIONS BETWEEN THE CITY OF CHICAGO AND COUPE~~

~~SIDE LETTER~~

~~FOUR 10-HOUR DAY WORKWEEK~~

~~Agree to the following in a side letter to this Agreement:~~

~~Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 13, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all the monetary make whole remedies directed by the Arbitrator his Award. Although the City *is* willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated implement the monetary make whole remedies in the Award. In addition, if such an agreement is not reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.~~

SIDE LETTER

SEASONAL EMPLOYMENT - "EQUAL DIGNITY"

Agree to the following in a Side Letter to this Agreement:

Effective upon ratification, in the event the Employer 'imposes a uniform disciplinary suspension on all members crew (including both career service and seasonal employees) for a disciplinary infraction(s) committed by that crew, and the Employer subsequently reduces the suspension imposed on the career service members of the crew to a lower, uniform level of discipline, and where the seasonal employee member(s) of the crew is not more culpable than the career service employees whose discipline was reduced, considering any prior relevant discipline, then the Employer shall reduce the discipline imposed on the seasonal employee(s) to the same amount as imposed on the career service employee crew members.

APPENDIX A

TEAMSTERS LOCAL ~~726~~700

SCHEDULE P ~~MARCH 1~~JANUARY 1, 2017~~2007~~

Base Rate

CLASS GRADE	Entrance Rate FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	Top Rate NEXT 12 MONTHS
12 ANNUAL	$50,100	$52,536	54,972	57,636
MONTHLY	$4,175	$4,378	4,581	4,803
14 ANNUAL	$60,372	$63,180	66,216	69,372
MONTHLY	$5,031	$5,265	5,518	5,781
17 ANNUAL	$79,704	$83,544	87,456	91,644
MONTHLY	$6,642	6,962	7,288	7,637

Intermediate Rates

CLASS GRADE	AFTER 1 YEAR AT TOP BASE RATE & 5 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST INTERMEDIATE RATE & 9 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT SECOND INTERMEDIATE RATE & 11 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT THIRD INTERMEDIATE RATE & 14 YRS CONTINUOUS SERVICE
12 ANNUAL	60,372	63,828	66,900	7,056
MONTHLY	5,031	5,319	5,575	5,838
14 ANNUAL	72,660	76,896	80,532	84,384
MONTHLY	6,055	6,408	6,711	7,032
17 ANNUAL	96,036	101,544	106,416	111,456
MONTHLY	8,003	8,462	8,868	9,288

Longevity Rates

CLASS GRADE	AFTER 1 YEAR AT TOP INTERMEDIATE RATE & 17 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST LONGEVITY RATE & 20 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT SECOND LONGEVITY RATE & 23 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST LONGEVITY RATE & 25 YRS CONTINUOUS SERVICE
12 ANNUAL	73,416	76,896	80,532	84,384
MONTHLY	6,118	6,408	6,711	7,032
14 ANNUAL	88,308	92,556	96,984	101,544
MONTHLY	7,359	7,713	8,082	8,462
17 ANNUAL	116,736	122,280	128,088	134,160
MONTHLY	9,278	10,190	10,674	11,180

TEAMSTERS LOCAL ~~726~~700

SCHEDULE P

~~JULY 1, 2007~~JANUARY 1, 2018

Base Rate

	Entrance Rate			Top Rate
CLASS GRADE	FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS
12 ANNUAL	$51,102	$53,587	$56,071	$58,789
MONTHLY	$4,259	$4,466	$4,673	$4,899
14 ANNUAL	$61,579	$64,444	$67,540	$70,759
MONTHLY	$5,132	$5,370	$5,628	$5,897
17 ANNUAL	$81,298	$85,215	$89,205	$93,477
MONTHLY	$6,775	$7,101	$7,434	$7,790

Intermediate Rates

CLASS GRADE	AFTER 1 YEAR AT TOP BASE RATE & 5 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST INTERMEDIATE RATE & 9 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT SECOND INTERMEDIATE RATE & 11 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT THIRD INTERMEDIATE RATE & 14 YRS CONTINUOUS SERVICE
12 ANNUAL	61,579	65,105	68,238	7,197
MONTHLY	5,132	5,425	5,687	5,955
14 ANNUAL	74,113	78,434	82,143	86,072
MONTHLY	6,176	6,536	6,845	7,173
17 ANNUAL	97,957	103,575	108,544	113,685
MONTHLY	8,163	8,631	9,045	9,474

Longevity Rates

CLASS GRADE	AFTER 1 YEAR AT TOP INTERMEDIATE RATE & 17 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST LONGEVITY RATE & 20 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT SECOND LONGEVITY RATE & 23 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST LONGEVITY RATE & 25 YRS CONTINUOUS SERVICE
12 ANNUAL	74,884	78,434	82,143	86,072
MONTHLY	6,240	6,536	6,845	7,173
14 ANNUAL	90,074	94,407	98,924	103,575
MONTHLY	7,506	7,867	8,244	8,631
17 ANNUAL	119,071	124,726	130,650	136,843
MONTHLY	9,464	10,394	10,887	11,404

TEAMSTERS LOCAL ~~726~~700

SCHEDULE P JANUARY 1, 2019~~2008~~

Base Rate

CLASS GRADE	Entrance Rate FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	Top Rate NEXT 12 MONTHS
12 ANNUAL	$52,252	$54,792	$57,333	$60,111
MONTHLY	$4,354	$4,566	$4,778	$5,009
14 ANNUAL	$62,965	$65,894	$69,060	$72,352
MONTHLY	$5,247	$5,491	$5,755	$6,029
17 ANNUAL	$83,127	$87,132	$91,212	$95,580
MONTHLY	$6,927	$7,261	$7,601	$7,965

Intermediate Rates

CLASS GRADE	AFTER 1 YEAR AT TOP BASE RATE & 5 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST INTERMEDIATE RATE & 9 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT SECOND INTERMEDIATE RATE & 11 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT THIRD INTERMEDIATE RATE & 14 YRS CONTINUOUS SERVICE
12 ANNUAL	62,965	66,569	69,773	7,359
MONTHLY	5,247	5,547	5,814	6,089
14 ANNUAL	75,781	80,199	83,991	88,008
MONTHLY	6,315	6,683	6,999	7,334
17 ANNUAL	100,161	105,905	110,987	116,243
MONTHLY	8,347	8,825	9,249	9,687

Longevity Rates

CLASS GRADE	AFTER 1 YEAR AT TOP INTERMEDIATE RATE & 17 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST LONGEVITY RATE & 20 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT SECOND LONGEVITY RATE & 23 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST LONGEVITY RATE & 25 YRS CONTINUOUS SERVICE
12 ANNUAL	76,569	80,199	83,991	88,008
MONTHLY	6,381	6,683	6,999	7,334
14 ANNUAL	92,101	96,531	101,149	105,905
MONTHLY	7,675	8,044	8,429	8,825
17 ANNUAL	121,750	127,532	133,589	139,922
MONTHLY	9,676	10,628	11,132	11,660

TEAMSTERS LOCAL ~~726~~700

SCHEDULE P JANUARY 1, ~~2009~~2020

Base Rate

CLASS GRADE	Entrance Rate FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	Top Rate NEXT 12 MONTHS
12 ANNUAL	$53,297	$55,888	$58,480	$61,314
MONTHLY	$4,441	$4,657	$4,873	$5,109
14 ANNUAL	$64,224	$67,211	$70,441	$73,799
MONTHLY	$5,352	$5,601	$5,870	$6,150
17 ANNUAL	$84,790	$88,875	$93,036	$97,492
MONTHLY	$7,066	$7,406	$7,753	$8,124

Intermediate Rates

CLASS GRADE	AFTER 1 YEAR AT TOP BASE RATE & 5 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST INTERMEDIATE RATE & 9 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT SECOND INTERMEDIATE RATE & 11 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT THIRD INTERMEDIATE RATE & 14 YRS CONTINUOUS SERVICE
12 ANNUAL	$64,224	$67,901	$71,169	$7,506
MONTHLY	$5,352	$5,658	$5,931	$6,211
14 ANNUAL	$77,296	$81,803	$85,671	$89,768
MONTHLY	$6,441	$6,817	$7,139	$7,481
17 ANNUAL	$102,164	$108,023	$113,206	$118,568
MONTHLY	$8,514	$9,002	$9,434	$9,881

Longevity Rates

CLASS GRADE	AFTER 1 YEAR AT TOP INTERMEDIATE RATE & 17 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST LONGEVITY RATE & 20 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT SECOND LONGEVITY RATE & 23 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST LONGEVITY RATE & 25 YRS CONTINUOUS SERVICE
12 ANNUAL	$78,101	$81,803	$85,671	$89,768
MONTHLY	$6,508	$6,817	$7,139	$7,481
14 ANNUAL	$93,943	$98,462	$103,172	$108,023
MONTHLY	$7,829	$8,205	$8,598	$9,002
17 ANNUAL	$124,185	$130,083	$136,261	$142,721
MONTHLY	$9,870	$10,840	$11,355	$11,893

TEAMSTERS LOCAL ~~726~~700

SCHEDULE P JANUARY 1, ~~2010~~2021

Base Rate

CLASS GRADE	Entrance Rate FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	Top Rate NEXT 12 MONTHS
12 ANNUAL	$54,496	$57,146	$59,796	$62,693
MONTHLY	$4,541	$4,762	$4,983	$5,224
14 ANNUAL	$65,669	$68,724	$72,026	$75,459
MONTHLY	$5,472	$5,727	$6,002	$6,288
17 ANNUAL	$86,698	$90,875	$95,130	$99,685
MONTHLY	$7,225	$7,573	$7,927	$8,307

Intermediate Rates

CLASS GRADE	AFTER 1 YEAR AT TOP BASE RATE & 5 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST INTERMEDIATE RATE & 9 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT SECOND INTERMEDIATE RATE & 11 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT THIRD INTERMEDIATE RATE & 14 YRS CONTINUOUS SERVICE
12 ANNUAL	$65,669	$69,429	$72,770	$7,675
MONTHLY	$5,472	$5,786	$6,064	$6,350
14 ANNUAL	$79,036	$83,643	$87,598	$91,788
MONTHLY	$6,586	$6,970	$7,300	$7,649
17 ANNUAL	$104,463	$110,454	$115,753	$121,236
MONTHLY	$8,705	$9,204	$9,646	$10,103

Longevity Rates

CLASS GRADE	AFTER 1 YEAR AT TOP INTERMEDIATE RATE & 17 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST LONGEVITY RATE & 20 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT SECOND LONGEVITY RATE & 23 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST LONGEVITY RATE & 25 YRS CONTINUOUS SERVICE
12 ANNUAL	$79,858	$83,643	$87,598	$91,788
MONTHLY	$6,655	$6,970	$7,300	$7,649
14 ANNUAL	$96,057	$100,677	$105,494	$110,454
MONTHLY	$8,005	$8,390	$8,791	$9,204
17 ANNUAL	$126,979	$133,009	$139,327	$145,932
MONTHLY	$10,092	$11,084	$11,611	$12,161

TEAMSTERS LOCAL ~~726~~700

SCHEDULE P JANUARY 1, ~~2011~~2022

Base Rate

CLASS GRADE	Entrance Rate FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	Top Rate NEXT 12 MONTHS
12 ANNUAL	$55,586	$58,289	$60,991	$63,947
MONTHLY	$4,632	$4,857	$5,083	$5,329
14 ANNUAL	$66,983	$70,098	$73,467	$76,968
MONTHLY	$5,582	$5,842	$6,122	$6,414
17 ANNUAL	$88,432	$92,692	$97,032	$101,679
MONTHLY	$7,369	$7,724	$8,086	$8,473

Intermediate Rates

CLASS GRADE	AFTER 1 YEAR AT TOP BASE RATE & 5 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST INTERMEDIATE RATE & 9 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT SECOND INTERMEDIATE RATE & 11 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT THIRD INTERMEDIATE RATE & 14 YRS CONTINUOUS SERVICE
12 ANNUAL	$66,983	$70,817	$74,226	$7,829
MONTHLY	$5,582	$5,901	$6,185	$6,477
14 ANNUAL	$80,616	$85,316	$89,350	$93,624
MONTHLY	$6,718	$7,110	$7,446	$7,802
17 ANNUAL	$106,552	$112,663	$118,069	$123,660
MONTHLY	$8,879	$9,389	$9,839	$10,305

Longevity Rates

CLASS GRADE	AFTER 1 YEAR AT TOP INTERMEDIATE RATE & 17 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST LONGEVITY RATE & 20 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT SECOND LONGEVITY RATE & 23 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST LONGEVITY RATE & 25 YRS CONTINUOUS SERVICE
12 ANNUAL	$81,455	$85,316	$89,350	$93,624
MONTHLY	$6,788	$7,110	$7,446	$7,802
14 ANNUAL	$97,978	$102,691	$107,604	$112,663
MONTHLY	$8,165	$8,558	$8,967	$9,389
17 ANNUAL	$129,519	$135,670	$142,114	$148,850
MONTHLY	$10,294	$11,306	$11,843	$12,404

APPENDIX B

TEAMSTERS LOCAL ~~726~~ 700 AND CITY OF CHICAGO

In addition to the agreements reached between the City and the Coalition of Unionized Public Employees with respect to Prevailing Rates and Negotiated Rate adjustments, the parties have agreed to revise the appropriate sections of the collective bargaining agreement to reflect the following changes with respect to the payment of wages, effective January 1, ~~2008~~2018, *unless* specified otherwise below.

Negotiated Rate

Job Class	Calculation
~~1.~~ Supervising Booter	~~Premium equal to 3.5% of Booter rate~~ Eff. July 1, 2018 and thereafter- 96% of MTD rate
Booter	(a) Eff. July 1, 2018 and each July 1 thereafter- 93% of MTD rate.
~~2.~~ ~~Garage Attendant~~Fleet Services Assistant ~~Mobile Unit Operator~~	(b) ~~18.62 effective 7/1/07~~Eff. Jan 1, 2018- $23.78 (c) ~~no further increases until January~~ Eff. July 1, 2018 and each July 1 thereafter - 68% of MTD rate (d) ~~Beginning January 2009, apply~~
Fleet Services Supervisor	(a) Eff. Jan 1, 2018- $25.12 (b) Eff. July 1, 2018 and each July 1 thereafter- 71% of MTD Rate. (c) rate increases
Mobile Health Operator	(a) Eff. Jan 1, 2018- $23.78 (b) Eff. Jan 1, 2019- $24.12 (c) Eff. July 1, 2019- 80% of MTD (d) Eff. July 1, 2020- 90 % of MTD (e) Eff. July 1, 2021 and thereafter - MTD Rate.

Non-CDL Driver	(a) Eff. Jan 1, 2018- 25.99 ~~(a)~~ (b) Eff. July 1, 2018 and each July 1 thereafter- 73% of MTD rate

Job Classification Premiums Based on MTD Prevailing Rate

Job Class	Calculation
Foreman of MTD's	5.5% ~~of~~ above MTD
~~1.~~ General Foreman of MTD's	11.0% ~~of~~ above MTD
~~2.~~ Equipment Dispatcher	1.75% above~~of~~ MTD
~~3.~~ Equipment Dispatch In Charge	5.25% ~~of~~ above MTD
Equipment Training Specialist	5.75% above MTD

Assignment Premiums Based on MTD Prevailing Rate

Job Class	Calculation
1. Tow/Sweeper/Front-Ender/Dead Animal/Tire Repair/Barricade Trucks/Library*/2 Axle Trailers*	1.5% ~~of~~ above MTD
2. Dual PRP/Trac Trailer	1.75% ~~of~~ above MTD
3. Front End Loader (DWM)/Stellar	1.75% ~~of~~ above MTD
4. Clam/Fuel Truck/Weed* Sprayers/lowboy*/semi-Snowplow/crane Truck*	3.5% ~~of~~ above MTD
5. Leadman-Aviation	5.0% ~~of~~ above MTD
6. Fleet Services Assistant-Light Duty Tire Repair*	3.0% above Fleet Services Assistant

In the event that, under Illinois law, any vehicles become newly subject to a requirement that the operator possess a Class A CDL, the city will meet and discuss the potential implementation of a premium for the operation of that vehicle following a request from the Union.

* Assignments will be paid rate effective thirty (30) days after ratification.

Assignment Premiums Based on MTD Prevailing Rate

Job Class	Calculation
~~6.~~ 7. Tow/Sweeper/Front-Ender/Dead Animal/Tire Repair/Barricade Trucks	1.5% of MTD
~~7.~~ 8. Dual PRP/Trac Trailer	1.75% of MTD
~~8.~~ 9. Front End Loader (DWM)/Stellar	1.75% of MTD
9. 10. Clam/Fuel Truck/Weed Sprayers/lowboy/semi-Snowplow/crane Truck	3.5% of MTD
~~10.~~ 11. Leadman-Aviation	5.0% of MTD

In the event that, under Illinois law, any vehicles become newly subject to a requirement that the operator possess a Class A CDL, the city will meet and discuss the potential implementation of a premium for the operation of that vehicle following a request from the Union.

EXHIBIT C

Payroll Inquiry Form

EXHIBIT D

AGREEMENT AND DECLARATION OF TRUST

THIS AGREEMENT AND DECLARATION OF TRUST is made this day of _____, 2008 at Chicago, Cook County, Illinois between the City of Chicago (sometimes referred to as either the "City" or "Employer") and Participating Labor Unions (sometimes referred to as "Unions" or "COUPE"), and the undersigned Trustees (as defined below).

WHEREAS, the City of Chicago must confront many unique challenges because, among other reasons, of the diverse, complicated and sometimes hazardous nature of the public work, the training required, the pressure of competition from non-governmental employers who may not have similar budgeting constraints and the impact of City employment for the health, safety and well-being of its Employees and the public at large; and

WHEREAS, the Unions and the City agree that skyrocketing health insurance costs are foremost among these challenges and require the aggressive pursuit of measures designed to control employee health insurance costs while maintaining high quality and multiple-optioned employee health insurance coverage; and

WHEREAS, addressing the health care challenge is of mutual concern to the Unions and the City but is not always susceptible to effective resolution through the collective bargaining process; and

WHEREAS, the Unions and the City recognize the desirability and necessity of working together to increase overall health insurance plan savings through the investigation and implementation of a value-based health insurance model; and

WHEREAS, the Unions and the City acknowledge that labor management cooperation committees have been used to significant success in the private sector and especially in the context of health insurance; and

WHEREAS, the Unions and the City desire and agree to establish a joint labor-management cooperation trust for such purposes (the Trust, as subsequently defined); and

WHEREAS, the Unions and the City desire that such Trust 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.

NOW, THEREFORE, in consideration of the foregoing representations as well as the mutual promises and obligations herein, it is mutually understood and agreed as follows.

ARTICLE I – DEFINITIONS

The following terms shall have the meaning set forth below unless the context requires otherwise:

CITY shall mean the City of Chicago.

COALITION OF UNIONIZED PUBLIC EMPLOYEES or COUPE shall mean the Participating Labor Unions or Unions as defined below.

EMPLOYEE shall mean an employee of the City of Chicago who is also a member of a Participating Labor Union.

EMPLOYER shall mean the City or City of Chicago.

EMPLOYER CONTRIBUTIONS shall mean the payment or payments made or required to be made to the Trust and made part of the Trust Fund by the City of Chicago pursuant to the terms of the collective bargaining agreement by and between a Participating Labor Union and the City of Chicago.

PARTICIPATING LABOR UNION(S) shall mean those Unions which are parties to a collective bargaining agreement with the City of Chicago requiring contributions to the Trust and which are signatories to this Trust Agreement and listed on Exhibit A of this Trust Agreement, as may be amended from time to time.

TRUST shall be the Chicago Labor-Management Trust created by this Agreement and Declaration of Trust.

TRUST AGREEMENT shall mean this Agreement and Declaration of Trust made this ___day of , 2003, and including any amendments hereto and all modifications hereof.

TRUSTEES shall mean the undersigned original Trustees of this Trust Agreement and Declaration of Trust and their respective successors named and appointed as hereinafter provided.

TRUST FUND or FUND shall mean the Trust estate and its assets which will include all City of Chicago contributions, cash, investments, income therefrom, and any and all other property whatsoever received, held and administered by the Trustees for the uses, purposes and trusts set forth herein.

UNION(S) shall mean a Participating Labor Union or Unions which are or may become signatories to this Trust Agreement_

ARTICLE II – CREATION OF TRUST FUND

1. There is hereby established by the City and Unions a Trust and Trust Fund known as the Chicago Labor-Management Trust. Contributions to the Trust shall be received, held and administered in accordance with the terms and provisions hereof *for* the purposes and objectives set forth in Article HI hereof and for all purposes incidental, complementary and supplemental thereto as determined by the Trustees provided all such purposes are consistent with Section 501(c)(3) of the Code.

2. Contributions to the Trust shall be paid to the Trustees or such depository as the Trustees *shall* designate only by check or other written order made payable to the Chicago Labor-Management Trust. In the event the Trust is expanded to include additional employees, the Trust shall make a recommendation with respect to the amount of contributions to be made by the City. In addition, the Trust shall also aggressively pursue funding in the form of grants and loans from a variety of sources including, but not limited to, Labor Organizations, The Department of Commerce and Economic Opportunity (DCEO), and The Federal Mediation and Conciliation Service.

3. The fiscal year of the Trust shall be from July first through June thirtieth.

4. The parties recognize and acknowledge that the regular and prompt payment by the City to the Trust is necessary to the administration of the Trust Fund.

5. *The* City of Chicago shall make prompt contributions to the Trust in such amount, and under such terms as provided for above and *as* may later be agreed in writing by the City and the Participating Labor Unions, provided that such contributions shall be subject to acceptance by the Trustees and shall be deposited by the Trustees in a bank designated by the Trustees. The City of Chicago agrees that the obligation to make payments to the Trust shall not be subject to set-off or counter claims which the City may have for any liability of any Participating Labor Union or other labor organization.

6. The Trustees shall establish a periodic date on which such contributions and any required documentation regarding the contributions must be made to the Trust. .A delinquency shall be defined as the failure of a contribution and any required documentation to *be* received at the proper address by the Due Date, not including Saturdays, Sundays or recognized holidays. The Trustees shall immediately notify the City of its delinquency or discrepancy in a report or contribution

7. The Trustees may in their complete discretion without resort to any procedures or hearings bring suit to collect delinquent contributions owing to said Trust.

ARTICLE III– PURPOSES OF TRUST

1. General. This Trust is organized and hereafter will be operated exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Code, including activities for the benefit of, to perform the functions of, to carry out the purposes of, and to lessen the burdens of the City of Chicago in facilitating its relationship with Employees and Participating Labor Unions in performance of a public purpose. In furtherance thereof, the Trust shall focus on reviewing, researching and making recommendations to the City regarding the quality of, cost effectiveness of, cost containment of, and savings obtained by the City health care plan provided to the Employees of Participating Labor Unions, including the reduction and attempted elimination of medical resource inefficiencies through analysis of various subjects such as:

a. the medical plan, including premium contributions, the number and type of plans offered, and the structure of those plans;

b. negotiations with health plan vendors selected by the City for the purposes of improving cost efficiencies and quality;

c. quality initiatives *and* the collection of City medical plan related information and data;

d. enhancing Wellness and Disease Management Programs; e.

e. assessing categories of care for focus;

f. developing protocols and standards for the City medical plan and taking all necessary steps to assure compliance with those protocols;

g. creating Health Improvement Plan programs;

h. disseminating quality and safety information to Employees and their beneficiaries;

i. developing and providing incentives for accountability and the provision of high quality, efficient health care services and to reduce Or eliminate variations in health care services provided that are not justified by specific diagnosis or the acuity of health care;

j. developing communications programs, training and materials to educate employees regarding available plans and benefits;

k. undertaking market analyses of health care issues;

l. developing education programs for medical providers, participants and beneficiaries; and

m. identifying additional initiatives, goals and objectives consistent with enhancing the quality and cost effectiveness of the health care coverage provided to Employees of Participating Labor Unions.

2. Enhancement of City/Employee Relationship. In addition and consistent with Section 501(c)(3) of the Code, the Trust shall also focus on reviewing, researching and making recommendations to the City regarding the enhancement of City/Employee relationships through analysis of various topics including the following:

a. improving communication between representatives of labor and management with respect to subjects of mutual interest and concern;
b. providing labor and management with opportunities to study and explore flew and innovative joint approaches to achieving organizational effectiveness;
c. assisting labor and management in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
d. studying and exploring ways of eliminating potential problems which reduce competitiveness and inhibit economic development in the City of Chicago;.
e. enhancing the involvement of employees in making decisions that affect their working lives;
f. expanding and improving labor-management relationships;
g. reviewing, researching and making recommendations to the City and Participating Labor Unions regarding the Joint Apprenticeship and Training Program Initiative, including the identification and creation of opportunities to increase the use of apprentices in area construction projects; and
h. reviewing, researching and making recommendations to the City and Participating Labor Unions regarding the maintenance and improvement of the financial health of employee pension funds.

3. The parties agree that both the City and the Participating Labor Unions will cooperate and collaborate with the Trust to the extent permitted by law in order to provide the Trust with information necessary to accomplish its goals.

4. As an organization exempt from taxation under Section 501(c)(3) of the Code, no part of the net earnings of the Trust shall inure to the benefit of, or he distributable to, its members, Trustees, Officers or other private persons, except that the Trust shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Article Ea. No substantial part of the activities of the Trust shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Trust shall not participate in, or intervene (including the publishing or distribution of statements) in any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this Trust Agreement, the Trust Shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under Section 501(c)(3) of the Code, or (b) by any organization contributions to which are deductible under Section 170(c)(2) of the Code.

ARTICLE IV – TRUSTEES

1. There shall be up to thirty (30) Trustees, with half of the Trustees appointed by the City of Chicago and half of the Trustees appointed by the Co-Chairs of the COUPE. Except for the Co-Chairs and the Co-Vice-Chairs who hold *office* by virtue of their position, and the Executive Director(s) who *hold office at* the pleasure of the Co-Chairs, each Trustee shall hold office for a three (3) year term or until his death, resignation or removal by the party which appointed *the* Trustee. Upon their appointment, Trustees shall execute the acknowledgement form listed on Exhibit B, agreeing to be bound by the terms of this Trust Agreement.
2. The person who serves as the Mayor of the City of Chicago shall appoint a Co-Chair and Co-Vice Chair of the Trust and the Co-Chairs of the COUPE 4611 appoint a Co-Chair and Co-Vice Chair of the Trust. The Trustees shall elect a Secretary/Treasurer and such

other officers *as* they deem necessary or expedient from among their number.

3. The Co-Chairs of the Trust may each appoint an Executive Director or may agree upon a single Executive Director. The Executive Director(s) selected shall possess demonstrable knowledge and experience regarding health care and health care administration issues. The Executive Director(s) shall be jointly responsible for coordinating and overseeing all efforts undertaken by the Trust. The respective Executive Director(s) shall be responsible for providing regular reports to the City and the Participating Labor Unions on the status and progress of Trust efforts. An Executive Director may be removed by the respective appointing authority or, in the case of a single Executive Director, in accordance with the voting requirements of Article V, Section 2 herein.
4. The resignation of any Trustee shall be in writing. It shall specify the date said resignation is to become effective and it shall be presented to the Co-Chairs who will then immediately notify the other Trustees of such resignation.
5. The Trustees shall meet at least quarterly. A majority of the Trustees, with at least a majority of those appointed by the City and a majority of those appointed by the Participating Labor Unions, shall constitute a quorum at meetings held by the Trustees to transact the business of the Trust.
6. Each Trustee shall have one (1) vote on all matters. Any action by the Trustees pursuant to this Trust Agreement, except as otherwise noted herein, shall be by a majority vote of those Trustees present and voting at any duly called meeting of the Trustees at which a quorum is present. Trustees may participate in meetings and vote on all matters by telephone. Trustees may not delegate fiduciary duties
or vote by proxy. These limitations shall not apply to subcommittee appointments.

7. The Trustees are empowered to adopt by-laws and promulgate such rules and regulations as they, in their discretion, may deem necessary or advisable, which by-laws, rules and regulations may not be in any manner inconsistent with this Trust Agreement, or any collective bargaining agreements between the City and Participating Labor Unions.
8. The Co-Chairs shall have the power and authority, upon mutual agreement, to create advisory subcommittees composed of equal numbers of City and Participating Labor Union representatives for research and investigatory purposes and to hire consultants for use in the pursuit of its efforts.
9. In furtherance of the Joint Apprenticeship and Training Program Initiative *as* set forth in the 2007-2017 Collective Bargaining Agreements between the City and the Participating Labor Unions, a Joint Apprenticeship and Training Program Initiative Committee is hereby created. The Committee shall he an advisory subcommittee of the Trust, and shall be responsible for researching and investigating joint apprenticeship and training initiatives to enhance opportunities for Chicago Public Schools and City Colleges of Chicago students in the City's building and trades workforce. The Co-Chairs of the Trust shall appoint up to seven (7) members to the Committee. One member shall be designated *as* Chair of the Committee, and one member shall be designated as an auditor of the Committee. The Committee shall meet at least quarterly.

10. Either Co-Chair or any eight (8) Trustees may call a meeting of the Trustees at
any given time by giving at least five (5) business days prior written notice of the

time and place of such meeting to Trustees. Meetings of the Trustees shall be held at the time and place designated in the written notice of the meeting. Actions of Trustees may be taken, without a meeting, upon the unanimous written consent of the Trustees.

11. The parties recognize the desirability of including additional bargaining units of City employees in the Trust, as well as the desirability of including additional local governmental agencies and their respective bargaining unit employees, in order to permit health insurance savings on a larger scale. To that end, the parties agree to combine efforts over the long term to encourage governmental agencies including, but in no way limited to, the Chicago Public Schools and the Chicago Park District and other Chicago local government agencies, as well as their respective bargaining units, to participate in the Trust. Should the parties obtain a commitment of participation from other City or local government agencies and their respective bargaining units, the parties shall meet and discuss appropriate guidelines and procedures for their inclusion into the Trust, including any amendments if deemed necessary.

ARTICLE V — AUTHORITY AND DUTY OF 'TRUSTEES

1. The Trustees shall have such powers as may be necessary to discharge their responsibilities in managing and controlling the general operation and administration of the Trust. The Trustees shall have authority to execute various acts in furtherance of the purposes of the Trust, including, but not limited to, the following:

a. To make all contracts as they may deem expedient and *necessary* in the conduct of the business of the Trust and to carry out the purposes thereof;
b. To provide for the payment of expenses incurred in connection with the business of the Trust;
c. To determine the priorities and timetables for carrying out the purposes of the Trust;
d. To develop and implement such programs, plans, services, goods and materials as the Trustees deem necessary for carrying out the purposes of the Trust;
e. To demand, collect and receive City contributions and to apply for grants and solicit contributions for purposes of the Trust and to hold such monies as part of the Trust Fund, or disburse them for the purposes herein specified;
f. To accept donations, grant monies and other contributions or gifts and hold or disburse them in support of Trust purposes and consistent with the terms of any grant, gift, donation or contribution;
g. To designate who shall have the authority to sign all checks and execute all documents necessary to carry out the purposes of the Trust;
h. To deposit any monies received by the Trust *in* such bank or banks as the Trustees may select to hold the Trust Fund assets. The Trustees may hold and invest mid re-invest monies of the Trust Fund *as* said Trustees, or any investment advisor selected by the Trustees, directs, including but not limited to investments in obligations of the United States, any state or municipality thereof, stocks, bonds, mutual or common funds, secured real estate loans and other investments and may authorize a bank, trust company, insurance company or investment manager to hold monies on behalf of the Trust in

any separate or commingled account or pools, invested in accordance with any directive or investment policy of the Trustees;

i. To hold uninvested money, without liability for interest thereon, in such sums as the Trustees deem appropriate for meeting the operational needs of the Trust;

j. To pay out of the Trust Fund any taxes of any kind as may be lawfully assessed or imposed upon activities or property of the Trust; and

k. To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary and proper in connection with the Trust, although the power to do such acts is not specifically set forth herein.

2.The Trustees shall have authority to execute the following acts in furtherance of the purposes of the Trust upon a vote of two-thirds (2/3) of the Trustees with at least a majority of the Trustees appointed by the City voting for the measure and a majority of the Trustees appointed by the Co-Chairs of the COUPE voting for the measure:

a. To appoint and remove officers of the Trust (other than the Co-Chairs and Co-Vice Chaos) as deemed necessary or expedient in the conduct of the business of the Trust;

b. To remove the Executive Director of the Trust in circumstances where a single Executive Director has been jointly appointed by the Co-Chairs;

c. To employ, hire, pay and make contracts with employees, attorneys, accountants, or other professionals or agents deemed necessary by the Trustees to carry out the purposes of the Trust;

d. To delegate to employees, agents, professionals or service providers such
powers and duties as the Trustees deem necessary or appropriate;

e. To initiate legal proceedings and settle, arbitrate or

release

f. claims; To adopt an annual budget; and

g. To enter into contracts or make commitments that are in excess of $10,000 and not included in the annual budget, as deemed necessary by the Trustees to carry out the purposes of the Trust.

3. The parties agree that the Trustees shall have the power to make recommendations to the City and the Participating Labor Unions regarding changes, improvements, or enhancements to the City medical plan, administration of the City health insurance plan, and negotiations with health insurance vendors upon a majority vote by the Trustees.

a. The Co-Chairs shall convey the Trustees' recommendations to the designated City representative in writing within fourteen (14) days of the adoption of the recommendation.

b. The designated City representative shall consider the written recommendation and make a determination regarding whether to implement that recommendation within thirty (30) days after receiving it.

c. The designated City representative shall notify the Trustees' of such determination in writing as soon as possible thereafter.

d. If the designated City representative elects not to adopt the Trustees' recommendation, he shall then meet with the Trust during its next regular meeting, or on another mutually acceptable date, to discuss the recommendation and the rationale for rejecting the recommendation.

e. If the designated City representative elects to implement the Trustee's commendation, he shall so notify the designated representative of the Participating Labor Unions of the decision in writing within five (5) days of the decision.

f. The City and the Participating Labor Unions shall designate a representative for purposes of this section at least annually.

4. Notwithstanding any other provision to the contrary, the parties agree that the Trustees shall have the power to amend, change, improve, or enhance the City medical plan provided that:

a. such amendments, changes, improvements, or enhancements are approved by a two-thirds (2/3) vote of the Trustees with at least a majority of the Trustees appointed by the City voting for the measure and a majority of the Trustees appointed by the Co-Chairs of the COUPE voting for the measure , and

b. such amendments, changes, improvements, or enhancements will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 3% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care *costs* in Fiscal Year 2008 and in each previous fiscal year thereafter, respectively.

c. As set forth in the Term of Agreement of the 2007-2017 Collective Bargaining Agreements between the City and the Unions, should the Plan changes approved by the Trustees fail to result in such cost containment or savings as stated in subsection (b) above, the Trustees shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (b) above.

5.The Trustees shall designate in writing the Trustees, agents or Trust employees authorized to sign checks or otherwise withdraw or transfer monies or assets from the Trust Fund Each such check, withdrawal or transfer must be endorsed by two (2) Trustees, agents or *Trust* employees. Farb Trustee, employee or agent of the Trust who is engaged in handling *assets* of the Trust Fund shall be required to give bond for the faithful performance of his or her duties hereunder in such amount as the Trustees shall determine to be appropriate and necessary, and the expense of such bond shall be born by the Trust.

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6.No Trustee hereof shall be liable for any loss, liability, expense, charge or damages related to an act of omission or commission by any other Trustee or Trustees, whether predecessor, current or successor Trustees; or of any agent, employee, attorney, auditor, accountant, or administrator selected by the Trustees, nor shall any Trustee be individually or personally liable for any loss, liability, expense, charge or damages payable by the Trust, or for his own acts or failure to act, unless said acts or failure to act shall have been done in bad faith or through gross negligence or willful misconduct. In the event any Trustee hereunder shall become personally liable for any loss,

liability, expense, charge or damages arising out of any civil action brought against him by virtue of any action of the Trust or Trustees hereunder, he shall be held harmless by, and reimbursed out of the Trust Fund for all costs, expenses and /or the amount of any judgment rendered against him, provided the Trustee has not acted or failed to act in bad faith or in a manner which is grossly negligent or involves willful misconduct.

Trustees shall not be liable for acting upon any papers, documents, data or information reasonably believed by them to be genuine and accurate and made, executed and delivered by proper parties; nor shall they he liable for any action concerning which they relied upon the opinion of legal, accounting, or other professional counsel.

7.Trustees shall select and maintain a principal office for the purpose of administering the Trust, keeping records, and receiving all correspondence and communications and notices of the Trustees and the Trust.

8.The Trustees shall designate the Secretary/Treasurer to keep accurate and true books of accounts and records of all their transactions, which shall be audited annually by a certified public accountant, the costs of which will be borne by the Trust. A duly signed and certified copy thereof shall be available for the inspection of representatives of the City of Chicago and Participating Labor Unions.

ARTICLE VI – DURATION

The City and the Unions hereby affirm and commit to the utilization of the Trust for the purpose of achieving specific and quantifiable health insurance savings over the course of the term of this Agreement. As of the effective date of this Trust Agreement, it is the intent of the City and the Unions to rely upon the Trust to make recommendations related to the achievement of cost savings for a term of ten years, subject to qualifications described herein. This Agreement is subject to the provisions set forth in the Term of Agreement of the 2007-2017 Collective Bargaining Agreements between the City and the Unions.

ARTICLE VII – AMENIDMENTS

This Trust may be amended *in* writing at anytime by affirmative vote of two-thirds (2/3) of the Trustees with at least a majority of the Trustees appointed by the City voting for the measure and a majority of the Trustees appointed by the Co-Chairs of the COUPE voting for the measure.

ARTICLE VIII – MISCELLANEOUS PROVISIONS

1. The Trust may be terminated at any time by a two-thirds vote of the Trustees in accordance with the voting requirements of Article IV; provided that such action shall be confirmed by a duly executed written instrument; and provided further than no termination by the Trustees shall be effective until written notice is delivered to the City of Chicago, each Participating Labor Union and each Trustee.
2. The Trust Agreement and Trust shall automatically be deemed terminated if the Trust Fund has no cash, assets, investments, income or other assets or property.
3. In the event of termination of the Trust, the Trustees shall first apply any *assets* of the Trust Fund to pay or provide for the payment of any and all proper obligations of the Trust, and

then shall convey any remaining *assets* of the Trust Fund to the City to be used for a charitable purpose within the meaning of Section 501(c)(3) of the Code. The Trustees are empowered to take any and all actions necessary or appropriate to effectuate the termination and final distribution of the Trust Fund and conclude the Trust's affairs. The Trustees shall continue to serve as such until the Trust's affairs are concluded.

4. Any and all questions pertaining to this agreement and its amendments shall be determined in accordance with the applicable Jaws of the State of Illinois and the laws of the United States. Notwithstanding the foregoing, the provisions of the Illinois Trusts and Trustees Act shall apply to this Trust only to the extent they are not inconsistent herewith.
   If, for any reason whatsoever, any provision of this Agreement shall be, or *is* hereafter determined to be, in any way illegal, it shall not nullify the remaining provisions and terms of this Trust Agreement and the Trust shall be amended to adopt new provisions to remove any illegal provisions.
5. All decisions of the Trustees made within the scope of their authority shall be final and binding upon all persons.
6. Robert Rules of Order (revised) shall apply.
7. Whenever any words are used in this Trust Agreement in the masculine gender, they shall be construed *as* though they were also used in the feminine or neuter gender in all situations applicable, and whenever used in the singular form they shall be so construed as though they were also in the plural form in all situations where applicable, and vice versa

IN WITNESS WHEHEOF, the undersigned City of Chicago and the Participating Labor Unions, as amended from time to time, have created this Trust and agree M be bound by the terms of this Trust as of the effective date of each collective bargaining agreement between the City of Chicago and a Participating Labor Union.

CITY OF CHICAGO

By: _SIGNATURE April 15,
Date.

EXHIBIT A

PARTICIPATING LABOR UNION

TEAMSTERS LOCAL ~~726~~700	EXECUTION DATE

EXHIBIT B

TRUSTEE ACKNOWLEDGEMENT

I , hereby agree to serve as Trustee of the Chicago Labor-Management Trust for a term of three years, commencing_____, or until my death, resignation or removal. I have read the Agreement and Declaration of *Trust, as* it may be amended, and agree to be bound by its terms.

Exhibit E

MEMORANDUM OF UNDERSTANDING

Joint Apprenticeship and Training Program Initiative

This Memorandum of Understanding ("Memorandum") is entered into by and among the individual Unions which comprise the Coalition of Unionized Public Employees ("COUPE") and the City of Chicago ("City") (collectively, "Parties").

WHEREAS, the Parties recognize the desirability and necessity of increasing the participation of traditionally under-represented groups, and particularly students and graduates of the Chicago Public Schools ("CPS") and the City Colleges of Chicago ("City Colleges"), in the building and trades workforce in the City of Chicago and external contractors in the building trades construction industry; and

WHEREAS, the Parties agree and commit that it is essential to an expanding and dynamic Chicagoland economy that students and graduates of CPS and the City Colleges be appropriately prepared, qualified and encouraged to enroll in the Unions' apprenticeship and training programs; and

WHEREAS, the Parties agree and commit that students and graduates of CPS and the City Colleges, upon successful completion of apprenticeship and programs, be employed in the building and trades workforce of the City and external contractors in the building trades construction industry, and

WHEREAS, as an integral part of the Parties' negotiations which resulted in the 2007- 2017 Collective Bargaining Agreements between the City and the Unions, the Parties agreed to establish the Joint Apprenticeship and Training Program Initiative ("Initiative") to increase the opportunities for students and graduate of the Chicago Public Schools ("CPS") and the City Colleges of Chicago ("City Colleges"), to participate apprenticeship and training programs and to provide expanded post-apprenticeship/training employment opportunities

for such students and graduates in the building and trades workforce in the City of Chicago and external contractors in the building trades construction industry, and

WHEREAS, the Parties agree that the Initiative is intended to benefit CPS students, graduates or former students with a GED and/or City College students and graduates;

WHEREAS, as set forth in the Parties' 2007-2017 Collective Bargaining Agreements, the Parties agreed that the Initiative shall include commitments (1) by each COUPE Union to establish or otherwise expand available apprenticeship and training opportunities, (2) by COUPE to annually fill at least 100 apprenticeship slots across COUPE Unions with CPS students, graduates or former students with a GED and/or City College students and graduates, and (3) by COUPE and the City to collaborate with CPS, the City Colleges and external contractors to prepare CPS and City Colleges students and graduates to enter Union apprenticeship and training programs;

WHEREAS, as set forth in the Parties' 2007-2017 Collective Bargaining Agreements, the Parties agreed to direct the Labor Management Cooperation Committee established as a part of the Chicago Labor-Management Trust to explore and recommend opportunities to increase the use of apprentices in area construction projects;

WHEREAS, as set forth in the Parties' 2007-2017 Collective Bargaining Agreements, the Parties agreed to enter into this supplemental Memorandum of Understanding regarding the structure, implementation, monitoring and enforcement of the Initiative; and

NOW, THEREFORE, the parties hereby agree to combine efforts in order to establish a comprehensive and effective joint apprenticeship and training initiative to significantly enhance opportunities for CPS and City Colleges students and graduates in the building and trades workforce, as follows:

A **Governance**

1. The Parties shall appoint an individual to serve as Chair of the Joint Apprenticeship and Training Program Initiative ("Initiative"). The Chair will serve for a term of two years, renewable by the Parties. The Chair will be responsible for coordinating all efforts to assist CPS and City Colleges students in entering the trades. The Chair shall also serve as a liaison to the Joint Apprenticeship and Training Program Initiative Committee established under Article IV, Section 9 of the Chicago Labor-Management Trust

2. The Parties shall appoint an individual to serve as Auditor of the Initiative. The Auditor will serve for a term of two years, renewable by the Parties. The Auditor will receive the annual reports listed in Section D of this Memorandum and will report to the City and COUPE regarding the progress of the Initiative.

B. **Reservation of Union Apprenticeship Slots**

1. In accordance with the Initiative established in the 2007-2017 Collective Bargaining Agreements between the City and the Unions of COUPE, the Unions hereby commit to enroll at least 100 students/graduates from CPS and City Colleges annually in the established apprenticeship and training programs of the Unions by December 31, 2008 and each December 31st thereafter and to further encourage CPS and City Colleges students/graduates to enroll in the apprenticeship and training programs of area non-signatory Unions.

2. In order to meet this commitment, each and every COUPE member Union will promptly examine its processes, including, but not limited to, its application and testing procedures and locations, in order to facilitate the availability of apprenticeship and training programs to CPS and City Colleges students/graduates. By December 31, 2008 and each December 31a thereafter, COUPE member Unions shall send a written report to the Parties, the Chair and the Auditor stating its goal for the recruitment of CPS and City Colleges students/graduates in apprenticeship and training programs and the strategies it intends to employ to meet those goals.

C. **Additional Commitments**

1. COUPE member Unions which are also members of the Building Trades Coalition hereby agree to maintain and, as appropriate, expand their existing joint apprenticeship and training programs for the duration of this Initiative.

2. COUPE member Unions which are not members of the Building Trades Coalition and which currently have no apprenticeship and/or training program in place will analyze and investigate the availability of work that may he performed by apprentices and shall establish a joint apprenticeship and training program, as appropriate. By December 31, 2008 and each December 31st thereafter, each of these Unions shall prepare and submit a

written report to the Parties, Chair and Auditor regarding the establishment of such programs.

3. The Parties recognize and acknowledge the right of the applicable Joint Apprenticeship and Training Committee to establish and maintain appropriate standards and qualifications for the admission of individuals into their respective apprenticeship and training programs.

4. The Parties agree to combine efforts to prepare CPS and City Colleges students/graduates to meet the standards set by the applicable apprenticeship and training programs. To that end, the Parties will cooperate with CPS and the City Colleges with respect to establishing pre-apprenticeship and training programs and support services to encourage and promote the application to and participation in the joint apprenticeship and training programs created and maintained by the COUPE member Unions. Such programs may include, but not be limited to, the establishment of a Joint Trade Skills Academy and Trades- related CPS High School.

5. The parties agree to aggressively publicize apprenticeship and training program opportunities associated with the Initiative including, but limited to, the following:

a. The Unions agree to establish a Career Exposition Day focused on the trades (the "Career Expo") to take place annually in November or as otherwise agreed by the Parties. The Unions shall create and deliver printed materials advertising the Career Expo to CPS and the City Colleges. The Unions further agree to secure a location in which they will display trades-related exhibits and assign Union representatives to talk to students about careers in the trades. The Parties shall encourage CPS to distribute printed advertisements from the Unions regarding the Career Expo to all CPS high school juniors and seniors and College freshmen no later than two weeks prior to the event. The Parties shall also encourage CPS- to arrange for parent/guardian permission and transportation for students interested in participating in the Career Expo.

b. The Unions will establish a teacher in-service at which the various COUPE member Unions will inform CPS and City Colleges teachers of the reservation of Union apprenticeship and training slots. Such programs will include industry updates and hands-on training of teachers and staff. The Unions will host two such meetings per year.

c. The Unions agree to continue their existing efforts to speak at CPS schools and the City Colleges; host field trips; work with community organizations to educate students about opportunities in the trades; facilitate student participation in trade fairs or career expos for CPS and the City Colleges; and place advertisements in area newspapers.

6. The Parties hereby direct the Joint Apprenticeship and Training Program Initiative Committee established under Article IV, Section 9 of the Chicago Labor- Management Trust to explore and recommend to the City and COUPE the consideration of opportunities to increase the use of apprentices in area

construction projects by external contractors in connection with this Initiative, including, but not limited to, such means as:

a. Purchasing and other ordinances, private redevelopment agreements, tax increment financing districts, and project labor agreements;

b. Standard provisions in construction contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreements), and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training.

6. The Parties hereby direct the Joint Apprenticeship and Training Program Initiative Committee established under Article IV, Section 9 of the Chicago Labor- Management Trust to develop incentive programs, as appropriate, with external contractors to hire and retain CPS and City Colleges students/graduates in their apprenticeship programs. In addition to the Chair and Auditor of the Initiative, the Committee shall consult with representatives from the City, CPS, City Colleges and external contractors in the development of such incentive programs.

D. **Reporting**

1. By September 1st of. each year, each COUPE member Union will report to the Chairman and the Auditor the following:

a. The total number of apprenticeship and/or training applications received;

b. The total number of apprenticeship and/or training applications received from CPS and College stndents/graduates;

c. The total number of individuals accepted into the apprenticeship and/or training program;

d. The total number of apprenticeship and/or training program graduates; and

e. The total number of CPS and College students/graduates who also graduated from the apprenticeship and/or training program.

2. By September 1st of each year, COUPE will report the following to the Auditor:

a. A summary of all outreach activities aimed at CPS and City Colleges students and graduates; and

b. The number of attendees at the Career Expo, by high school and College.

E. Funding

The Parties agree that they shall aggressively pursue funding for the Initiative in the form of grants and loans from a variety of sources, including, blit not limited to:

1. The State of Illinois (in the form of Impact Aid);
2 The Department of Commerce and Economic Opportunity (DCBO);

3. The State Board of Education;

4. The Illinois Facilities Fund; and

5. Contractors utilizing Union tradespeople in Chicago.

F. Duration

1. The Parties shall maintain this Initiative for the duration of their 2007-2017 Collective Bargaining Agreements.

2. The Parties agree to meet at least annually to review the status of the Initiative and determine whether any modifications are necessary to this Memorandum.

The Parties recognize and agree that the Initiative as described herein requires the continued good faith efforts of all Parties to bring the initiative to fruition. The parties hereby rededicate and commit themselves to such efforts.

This Memorandum of Understanding shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

COUPE **THE CITY OF CHICAGO**

By:_____ By:_____

Date:_____ Date:_____

By:_____

Date:_____

EXHIBIT E

SCHEDULED START TIMES

The below table illustrates the start times for each department. Each department shall abide the past practice for the duration of the shift and lunch period.

DEPARTMENT OF AVIATION		
O'Hare Airport	06:00	07:00
	14:00	15:00
	22:00	23:00
Midway Airport	06:00	07:00
	14:00	15:00
	22:00	23:00
FLEET AND FACILITY MANAGEMENT		
General	07:00	
Special Events	06:00	
Garage Attendant (fuel)	06:00	
	07:00	
	14:00	
	22:00	
Garage Attendant (inside)	06:00	
	07:00	
	08:00	
	14:30	
	15:00	
	15:30	
Motor Truck Driver	05:00	
	05:30	
	06:00	
	14:00	
	15:30	
Dispatcher	06:00	
	14:00	
	22:00	
OFFICE OF EMERGENCY MANAGEMENT & COMMUNICATIONS		
General	07:00	
DEPARTMENT OF POLICE		
General	07:00	
	15:00	
	23:00	

CHICAGO PUBLIC LIBRARY	
General	08:00
DEPARTMENT OF PUBLIC HEALTH	
General	07:00
	09:30
DEPARTMENT OF REVENUE	
Boot Program	03:00
	06:00
	13:00
Tows	06:00
	13:00
DEPARTMENT OF TRANSPORTATION	
All Divisions	07:00
DEPARTMENT OF STREETS AND SANITATION	
Sanitation	07:00
Summer	06:00
Relay	20:00
Forestry	06:00
Rodent Control	07:00
Summer	06:00
Electricity	07:00
Lamp Repair	15:00
Street Operations	07:00
Summer	06:00
Loop Operations	06:00
	14:00
	22:00
Night Sweepers	22:00
Traffic Services	
Tow trucks	06:00
	07:00
49 Day Rotation	15:00
	23:00
Other	07:00
CIC Dispatchers	06:00
	07:00
49 Day Rotation	14:00
	15:00
	22:00
	23:00
DEPARTMENT OF WATER MANAGEMENT	
General	06:00
	06:30
	07:00
	15:00
	16:00
	23:00

~~DEPARTMENT OF AVIATION~~

~~O'Hare Airport~~	~~07:00-15:00~~
~~.....~~	~~15:00-23:00~~
~~.....~~	~~23:00-07:00~~
~~Midway Airport~~	~~06:00-14:00~~
~~.....~~	~~14:00-22:00~~
~~.....~~	~~22:00-06:00~~

~~DEPARTMENT OF GENERAL SERVICES~~

~~General~~	~~07:00-15:30~~
~~Special Events~~	~~06:00-14:30~~

~~DEPARTMENT OF FLEET ADMINISTRATION~~

~~Garage Attendant (fuel)~~	~~06:00-14:00~~
~~.....~~	~~07:00-15:00~~
~~.....~~	~~14:00-22:00~~
~~.....~~	~~22:00-06:00~~
~~Garage Attendant (inside)~~	~~06:00-14:30~~
~~.....~~	~~07:00-15:00~~
~~.....~~	~~08:00-16:30~~
~~.....~~	~~14:30-22:30~~
~~.....~~	~~15:00-23:00~~
~~.....~~	~~15:30-23:00~~
~~Motor Truck Driver~~	~~05:00-13:30~~
~~.....~~	~~05:30-14:00~~
~~.....~~	~~06:00-14:30~~
~~.....~~	~~14:00-22:00~~
~~.....~~	~~15:30-23:00~~
~~Dispatcher~~	~~06:00-14:30~~
~~.....~~	~~14:00-22:00~~
~~.....~~	~~22:00-06:00~~

~~EXHIBIT I~~

~~SCHEDULED START TIMES~~

~~OFFICE OF EMERGENCY MANAGEMENT & COMMUNICATIONS~~

~~General .....~~	~~7:00-15:30~~

~~DEPARTMENT OF POLICE~~

~~General .....~~	~~07:00-15:00~~
~~.....~~	~~15:00-23:00~~
~~.....~~	~~23:00-07:00~~

~~CHICAGO PUBLIC LIBRARY~~

~~General .....~~	~~08:00-16:30~~

~~DEPARTMENT OF PUBLIC HEALTHY~~

~~General .....~~	~~07:00-15:30~~
~~.....~~	~~09:30-18:00~~

~~DEPARTMENT OF REVENUE~~

~~Boot Program .....~~	~~03:00-11:30~~
~~.....~~	~~06:00-14:30~~
~~.....~~	~~13:00-21:30~~
~~Tows .....~~	~~06:00-14:30~~
~~.....~~	~~13:00-21:30~~

~~DEPARTMENT OF TRANSPORTATION~~

~~All Divisions .....~~	~~07:00-15:30~~

~~EXHIBIT I~~

~~SCHEDULED START TIMES~~

~~DEPARTMENT OF STREETS AND SANITATION:~~	
~~Sanitation~~	~~07:00-15:30~~
~~Summer~~	~~06:00-14:30~~
~~Relay~~	~~20:00-04:00~~
~~Forestry~~	~~06:00-14:30~~
~~Rodent Control~~	~~07:00-15:30~~
~~Summer~~	~~06:00-14:30~~
~~Electricity~~	~~07:00-15:30~~
~~Lamp Repair~~	~~15:00-23:00~~
~~Street Operations~~	~~07:00-15:30~~
~~Summer~~	~~06:00-14:30~~
~~Loop Operations~~	~~06:00-14:30~~
~~	~~14:00-22:30~~
~~	~~22:00-06:30~~
~~Night Sweepers~~	~~22:00-06:00~~
~~Traffic Services~~	
~~Tow Trucks~~	~~06:00-14:30~~
~~	~~07:00-15:00~~
~~(49 Day Rotation)~~	~~15:00-23:00~~
~~	~~23:00-07:00~~
~~	~~23:00-07:30~~
~~Other~~	~~07:00-15:30~~
~~CIC Dispatchers~~	~~06:00-14:00~~
~~	~~07:00-15:00~~
~~(49 Day Rotation)~~	~~14:00-22:00~~
~~	~~15:00-23:00~~
~~	~~22:00-06:00~~
~~	~~23:00-07:00~~
~~DEPARTMENT OF WATER MANAGEMENT~~	
~~General~~	~~06:00-14:30~~
~~	~~06:30-15:00~~
~~	~~07:00-15:30~~
~~	~~15:00-23:00~~
~~	~~16:00-24:00~~

MEMORANDUM OF UNDERSTANDING-POOL DRIVERS

This Memorandum of Understanding ("MOU") is entered into between Teamsters Local 700 ("Union") and the City of Chicago ("Employer"). The Employer and the Union agree as follows:

Effective upon ratification, the Employer shall convert the most senior five-hundred-and-twenty-five (525) Pool Motor Truck Drivers (7184) to Motor Truck Drivers (7183), by department (Aviation-200, Streets and Sanitation- 200; CDOT- 85; Water 40). In the event the number of department conversions varies by more than 5%, then the Union and the City shall meet and negotiate. In no event will the Employer convert less than five-hundred-and-twenty-five (525) Pool Motor Truck Drivers to Motor Truck Drivers. Pool Motor Truck Drivers changing to Motor Truck Drivers shall remain in their current department.

Pool Motor Truck Drivers working in the Aviation Department shall be required to test to obtain the same airport certification as Motor Truck Drivers ("Red Stripe") within one year of the change in title code. If an employee is unable to obtain a Red Stripe certification within the one year period then one of the following shall occur:

a. The Employer shall grandfather seventy-five (75) positions as non-certified assignments. The most senior seventy-five (75) Employees unable to pass certification for a Red Stripe shall remain a Motor Truck Driver (7183) and remain in the non-certified assignment. When an employee vacates a non-certified assignment the Employer shall not be required to fill the non-certified assignment.

b. If all seventy-five (75) non-certified 7183 assignments are filled then the Employer shall fill the additional positions as Pool Driver Assignments (7184). Employees may choose to remain in the Pool or apply for another Motor Truck Driver Position (7183), if available.

ACCEPTED AND AGREED, on this _____ day, of _____, 2018

For Teamsters Local 700: For the City of Chicago:

By: _____ By: _____

MEMORANDUM OF UNDERSTANDING-FOREMAN

This Memorandum of Understanding ("MOU") is entered into between Teamsters Local 700 ("Union") and the City of Chicago ("Employer"). The Employer and the Union agree as follows:

The Employer shall post and bid by June 1, 2018, a total of six (6) foreman positions as follows:

- Four (4) at Streets and Sanitation
- One (1) at Aviation (Dual Red Stripe Certified)
- One (1) at Water Department

ACCEPTED AND AGREED, on this _____ day, of _____, 2018

For Teamsters Local 700: For the City of Chicago:

By: _____ By: _____

MEMORANDUM OF UNDERSTANDING-CHAUFFEURS

This Memorandum of Understanding ("MOU")is entered into between Teamsters Local 700 ("Union") and the City of Chicago ("Employer"). The Employer and the Union agree as follows:

The job classification previously referred to as chauffeurs shall be renamed Non-CDL Drivers to more accurately describe the job duties of the classification.

Effective upon ratification, the Employer shall not employ more than seventy-five (75) Non-CDL Drivers. Effective January 1, 2020, the Employer shall not employ more than one-hundred (100) Non-CDL Drivers.

ACCEPTED AND AGREED, on this _____ day, of _____, 2018

For Teamsters Local 700: For the City of Chicago:

By:_____ By:_____

MEMORANDUM OF UNDERSTANDING-GARAGE ATTENDANTS

This Memorandum of Understanding ("MOU")is entered into between Teamsters Local 700 ("Union") and the City of Chicago ("Employer". The Employer and the Union agree as follows:

All employees previously referred to as garage attendants shall be renamed Fleet Services Assistants. All employees referred to as garage attendants in charge shall be renamed Fleet Services Supervisors.

The aforementioned changes are a name change only and do not constitute a new job classification.

ACCEPTED AND AGREED, on this _____ day, of _____, 2018

For Teamsters Local 700: For the City of Chicago:

By: _____ By: _____

COLLECTIVE BARGAINING AGREEMENT

Between

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 399

And

CITY OF CHICAGO

Effective July 1, ~~2007~~ 2017
Through
June 30, ~~2017~~ 2022

Ratified by City Council on:

CITY OF CHICAGO AGREEMENT WITH

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 399

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CITY OF CHICAGO AGREEMENT WITH
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 399

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and the International Union of Operating Engineers, Local No. 399 (hereinafter referred to as the Union) for the purpose of establishing, through the process of collective bargaining, certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classification for work presently performed by employees in these classifications:

Operating Engineer, Group "C" Trainee

Operating Engineer, Group "C"

Operating Engineer, Group "A"

Assistant Chief Operating Engineer

Chief Operating Engineer

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used

herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2

The job classifications listed in Article 1 above are for descriptive purposes only. Their uses are neither an indication nor a guarantee that those classifications or titles will continue to be utilized by the City.

ARTICLE 3
UNION AND MANAGEMENT

Section 3.1 Management Rights

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of

machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and allocation of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

ARTICLE 4
COOPERATION IN RECRUITING

The Union undertakes, when requested to do so, to stand ready to furnish the City of Chicago with reliable and competent engineers.

ARTICLE 5
HOURS OF WORK

Section 5.1 The Work Week

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of 5 consecutive 8-hour days and 2 consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

Work shifts shall begin as follows:

First Shift	6 a.m. - 8 a.m.
Second Shift	2 p.m. - 4 p.m.
Third Shift	10 p.m. - midnight

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday.

The Employer may change the time of its normal work day or work week upon reasonable notice to, and upon request, discussion with the Union.

Section 5.2 Overtime

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked in any 24 hour period where the employee has 40 hours of work or excused absences; or on the sixth consecutive day worked in the Employer's work week, shall be paid for at one and one-half (1 ½) times the regular straight time hourly rate of pay.

Employees who are scheduled on a seven day continuous operation work week and who work a sixth consecutive day in the Employer's work week as a part of the regular work schedule, may elect to receive eight (8) hours compensatory time plus four (4) hours of pay at the regular straight time hourly rate of pay in lieu of one and one-half (1 ½) times the regular straight time hourly rate of pay.

~~Accumulation of any such earned compensatory time shall be limited to 120 hours.~~

All work performed on the seventh consecutive day worked in the Employer's work week, shall be paid for at two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked. **All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.**

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.2(a).

(c) All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same job classification and within the same department.

Section 5.3 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate,

unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.4 Call-In Pay

a) Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

b) Where call-in is contiguous to the start of a shift, but begins less than two (2) hours before the regularly scheduled

shift, the two (2) hour guarantee shall not apply, however, the employee shall receive overtime at the appropriate rate for call-in time worked and the regularly scheduled shift shall not be shortened for the purpose of avoiding overtime.

Section 5.5 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.6

The Employer will not change an employee's normal work week or normal work day for the purpose of avoiding payment of overtime or holiday pay. It is understood that forces may be reduced on holidays without a change in schedule.

Section 5.7 Trading Shifts

Shift personnel should be discouraged from trading shifts. In personal emergencies, the trading of shifts will be permitted, provided the supervisor in charge gives his approval, and further provided, such trade does not result in any overtime

liability to the Employer. Such permission shall not be unreasonably denied.

Section 5.8 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1 Current Holidays

a) Full-time hourly employees shall receive eight hours straight-time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day

4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

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

c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in

connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

d) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

e) Beginning January 1, 1993, all employees who are regularly assigned to work at the Chicago Public Library system shall receive holidays in accordance with the Chicago Public Library system's holiday schedule.

NOTE: The system observes the following holidays:

HOLIDAYS

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Pulaski Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1 he/she shall be paid at the rate of two and one-half (2 ½) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Determining Work Days as Holidays

A holiday is the calendar day running from midnight to midnight. An employee whose workday extends over parts of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 6.4 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.5 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on

Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1 Amount

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service Prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.2 Pro Rata Vacations

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above and will be paid on a supplemental payroll as soon as practicable following the last day worked. Any fraction is rounded off to the nearest whole number of days.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3 Vacation Forfeiture

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days** (up to three **(3)** ~~such~~ ~~vacation~~ days **of accrued and unused vacation days for**

employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service) for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4 Employees Laid-off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 13 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate of Vacation Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Selection

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who

can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal

work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

Section 7.7 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six (6)** of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection).** Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be**

charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently

are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

~~Section 7.8 Reciprocity with Other Agencies~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of~~

~~service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1

For all purposes under this Agreement, "seniority" shall mean an employee's continuous service in the employee's current job title (time in title). Where it may be necessary to determine relative seniority between two or more employees who have the same time in title, then seniority shall be determined by total continuous service in any bargaining unit titles (bargaining unit seniority).

Where it may be necessary to determine relative seniority between two or more employees who have the same time in title and the same total continuous service in any bargaining unit titles, seniority shall be determined by lottery applied at the time of hire.

Section 8.2

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one-year or less or layoff of 30 days or less; or

2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.3 Interruption In Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) Unpaid leave of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.4 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of~~

~~Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.5 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff,

or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.6 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first **twelve (12)** ~~six (6)~~ months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after **twelve (12)** ~~six (6)~~ months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2)** if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time

previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.**

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

Section 8.7 Temporary Employment

It is the intent of the parties to continue the practice of utilizing relief personnel in the cases of vacation, sickness or temporary relief. This practice should continue to be performed in the Departments which have Bargaining Unit titles throughout the life of this Agreement.

It is understood and agreed that individuals performing relief work will be selected from a pool of people consistent with the City's hiring procedures. Once these individuals are working, the following apply:

1. These individuals will be paid at the straight time rate for all work performed up to and including forty (40) hours per week.

2. These individuals will be paid the rated time and one-half (1-1/2) for all hours worked in excess of forty (40) hours in a work week.

3. In the event these individuals work on a holiday, they will not receive holiday pay but will be paid at the rate of time and one-half (1-1/2) for all hours worked.

4. These individuals are not entitled to any other compensation or benefits other than those enumerated in Items 1, 2 and 3 above.

5. Individuals performing work under this Agreement are not, and shall not attain probationary Career Service or Career Service status.

6. Individuals performing work under this Agreement shall not perform work in any assignment for longer than a ninety (90) day period and in no way be allowed to work more than 180 calendar days.

Section 8.8 Layoffs/Recall

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job, and further provided, the layoff does not have a negative effect on the Employer's efforts to ensure equal employment opportunities.

If two or more employees share the same time-in-title, the employee with the least continuous service time with the City shall be laid-off first.

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off, subject to the same provisos.

Section 8.9 Promotion/Filling of Permanent Vacancies

A. The Employer shall determine if there is a permanent vacancy to be filled and whether said vacancy shall be filled.

B. Employees within a Department who desire a change in shift, day off, group or work location of their job assignment shall request such change in writing on the Employers form. When filling a vacancy the Employer shall select the most senior (time-in-title) employee in the job classification in the Department who has such a request on file, provided the employee has the present ability to perform the required work without further training after a reasonable orientation period. Employees may file such requests in December for the period beginning in January and continuing through June of the following year and in June for the period beginning in July and continuing through December. Employees filing multiple requests and accepting a transfer shall only be allowed a single transfer in a one (1) year period.

~~The current practice in regard to transfer between Departments will continue, provided that both Department Heads are in agreement.~~

Nothing shall preclude an employee from submitting a bid on an equal rated position in another department in accordance with Section 8.9(E) below.

C. When filling a vacancy and there are no said employees who have transfer requests on file, the Department shall select the employee in the job classification from a current recall or reinstatement list, prior to any notice of posting being sent to the Union.

D. If there are no eligible employees on a current recall or reinstatement list the Employer shall post the job for bidding. Nothing in this agreement shall require the posting or bidding of the following entry level job: Operating Engineer Group C.

The Employer will post vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted for fourteen (14) days on the CAREERS WEBSITE. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify.

E. Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which pay **equal or** higher rates of pay and which are declared vacant by the Employer. Vacancies will be posted for a period of fourteen

(14) calendar days. ~~(Prior to the first day of posting), written notice will be sent to the Union.~~ **Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders.** ~~Prior to the commencement of the selection process, the Employer will provide the Union with a list of qualified bidders and a copy of Form "A" and the Form "B" - Hiring Criteria.~~ The Employer shall select the most qualified applicant. Where applicants are equally qualified, the Employer shall select the most senior employee of those applying who has the greatest ability to fill the needs determined by the Employer with due regard to the Employers "ability" shall be determined by the Employer based upon performance evaluations, experience, training, proven ability and similar criteria. Senior bidders who are not selected shall be so notified in writing. "Seniority" shall mean, for purposes of this Section, the employee service in the job title (time-in-title).

Prior to notifying the successful bidder/applicant, the Department shall give the Union a list of bidders identifying where applicable, the successful bidder(s). Upon request, the Department shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents used in the hiring process

including documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. **Bidders who are not selected shall be so notifies by the Department Head and information of the reason for non-selection.**

F. Should the Employer decide to rescind a posting it shall notify the Union in writing within fourteen (14) days of the closing date of the bid in question.

If the job is later reposted, previous bidders shall be considered for six (6) months from the date of the original bid.

G. During the bid and/or selection process the Employer may fill the vacancy on a temporary basis.

H. The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employees job performance at any time during that period that the successful bidder cannot perform the 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.

I. An eligibility list of bidders for a position shall be good for one year from the date a bid closes and may be renewed

and extended for one additional year by mutual agreement. Effective January 1, 2018, a successful bidder or new hire may not be deemed the successful bidder for another permanent vacancy until one year has passed since their appointment date.

~~**Section 8.10 Transfers**~~

~~Employees with a department who desire a change in shift, day off group or work location of their job assignment shall request such change in writing on the Employer's form. When filling a vacancy, the Employer shall select the most senior (time-in-title) employee in the job classification in the department who has such a request on file, provided the employee has the present ability to perform the required work without further training. Employees may file such requests in December for the period beginning in January and continuing through June of the following year and in June for the period beginning in July and continuing through December. Employees filing multiple requests and accepting a transfer shall only be allowed a single transfer in the six (6) month period.~~

~~The current practice in regards to transfer between departments will continue, provided that both Department Heads are in agreement.~~

ARTICLE 9
WAGES

Section 9.1 Prevailing Wage Rates

Effective July 1, 20~~0~~**17,** employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 9.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17,** through the period ending June 30, 20~~17~~**22,** the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 9.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 9.3 Non-Prevailing Wage Rates ~~**Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)**~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~**Section 4.4 – Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

~~Year 7:~~

~~• Effective 01/01/2014 – 2%~~

Year 8:

~~• Effective 01/01/2015 – 2%~~

Year 9:

~~• Effective 01/01/2016 – 2%~~

Year 10:

~~• Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 9.4 Retroactivity

The increases set forth in Article 9, Sections 9.1 and 9.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 9.6 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned. The time limits for ~~such individual assignments to~~ **acting into higher-rated jobs shall not exceed one hundred eighty (180) days** ~~be ninety (90) days~~, except where a regular incumbent is on

leave of absence, in which case the time limit **for acting into such position may not exceed one (1) year** ~~be six (6) months~~ **and no individual employee can act into that position for more than ninety (90) days.** The time limits may be extended by mutual agreement of the parties. **If the one hundred eighty (180) day time limit is extended to one year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee.** To the extent the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits set forth herein, the ~~assignment~~ **position** shall be treated as a "permanent vacancy" within the meaning of Section 14.10 of this Agreement~~,~~ and **the employer** shall ~~be subject to the applicable~~ **posting** and **fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.**

Section 9.7 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an

arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned

check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more

frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 10
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 10.1

(a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

(b) Employees who participate in the Employer; medical care plan or an HMO shall make the following ~~**percentage**~~ contributions toward their health care coverage **based on the applicable percentage of their base ~~pay~~ salary (not including overtime) limited by the salary cap:**

	Single	Employee +1	Family	Salary Cap
July 1, 2017	1.2921%	1.9854%	2.4765%	$90,000
July 1, 2018	1.7921%	2.4854%	2.9765%	$100,000
Jan. 1, 2019	2.2921%	2.9854%	3.4765%	$115,000
Jan. 1, 2020	2.7921%	3.4854%	3.9765%	$130,000

~~(1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE +1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

~~(2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the~~

~~contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

Effective January 1, 2019, prescription benefits shall be subject to an annual deductible of $35 per Employee (one annual deduction per household).

Effective January 1, 2021, prescription benefits shall be subject to an annual deductible of $75 per Employee (one annual deduction per household).

(c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

(d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

(e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

(f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

(g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

(h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical

contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

Section 10.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to ~~create~~ **maintain** 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 10.3

The Trust Agreement shall address, without limitation, the following:

(a) Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

(b) Appointment by the City and Coalition of a Co-Chair and Vice-Co-chair as designated in the Trust Agreement.

(c) Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

(d) Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 10.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 10.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions bargaining units) by 2020. The parties will work through the LMCC to

identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or the Coalition Union's offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 10.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree

that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 11
LEAVES OF ABSENCE

Section 11.1 Bereavement Pay

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive leave of absence compensation without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of

death and/or proof of the relationship of the deceased to the employee.

Section 11.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 11.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 11.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including**

blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the **serious health condition.** ~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 11.5 Duty Disability Leaves

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be

made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to the employee's entitlement to Duty Disability.

Section 11.6 Leaves Without Pay

(a) Personal Leaves. Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not

available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a

form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

(b) Medical Leaves. Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his other previous job assignment for a period of up to one year after the start of the leave.

If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with an subject to layoff, recall and break-in-service provisions in this agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

(c) Union Leave. The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as Representative or officer with the International State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer.

While on such leave the employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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**
- **Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or**

- **Up to two (2) weeks paid parental leave for the birth of a child or children by 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.**

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 12
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 12.1 Disciplinary Action

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has seven (7) days from receipt of the notice to appeal. If the employee does not file an appeal within the seven (7) day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day

notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the employer to retain the employee on the payroll beyond the 30-day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the

employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18 months) and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30

calendar days of the Employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police Board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 12.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1 Within 5 working days after an employee receives written notice of any proposed disciplinary action,

including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the union and employee. Discipline shall be administered as soon as possible after the employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employer may request in writing to the department head for review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice or discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2 Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3)days will result in automatic advancement to Step 3 and

the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3 Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt

reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4 If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedures for arbitration shall be the same as in 12.3 Step III.

Section 12.3 Grievance and Arbitration

Except as in disciplinary provisions of Sections 12.1 and 12.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step. Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - Immediate Supervisor

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than

twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the

Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to, otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following

instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - Arbitration

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the

event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator. The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator. Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs. An arbitrable matter must involve the meaning and

application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure, or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the Union at Step II or Step III.

B. **Pertinent Witnesses And Information**

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials. A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. Expedited Arbitration

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-

established hearing date per month for the arbitration of grievances.

Section 12.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-

incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to

the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights

enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the

Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may

mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 13
NO STRIKES - NO LOCKOUT

Section 13.1 No Strikes

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party

conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 13.2 Union Efforts

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 13.3 Discipline

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 13.4 No Lockout

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 14
DUES CHECK-OFF AND FAIR SHARE

Section 14.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 14.1, 14.2, 14.3, and 14.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The City and Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

Section 14.2 Fair Share

It is further agreed that 30 days after the later of the execution of this Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deduction from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 14.3 Right of Non-Association

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 14.4 Condition of Employment

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement. Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration.

All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 15
MISCELLANEOUS

Section 15.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 15.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where

special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another union shall not perform the work of said employees. For example, if an Operating Engineer is on vacation, an Electrician shall not be assigned as a replacement Operating Engineer. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 15.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered

under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 12.3 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and

arbitration procedures contained in Article 12.3 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 15.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

The City agrees to provide representatives from Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Section 15.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected Employees.

Section 15.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting

employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee concerning the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presented the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In

addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 15.7 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the

Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 15.7.

Section 15.8 Bulletin Boards

The Union shall have the right to bulletin board space at locations where they can be conveniently seen and read by affected employees. The Union shall have the right to post notices concerning Union business on the bulletin boards.

Section 15.9 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll period**
- **Payroll Number**
- **Employee number**
- **Name**
- **Title code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e. address, phone, email, if available)**
- **Date of hire and continuous service date**

- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured transfer protocol (SFTP) available to the Union to receive the information. ~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths. Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 15.10 Negotiating Team

Employees designated as being on the Union's negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of regular straight time pay.

Section 15.11 Labor-Management Committee

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and the Employer agree to meet periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and Employer shall each designate not more than five (5) representatives to a labor-management committee for this purpose. The Director of Labor Relations shall be sent a written agenda by the Union for any meeting 7 days prior to said meeting.

Section 15.12 Just Cause Standard

No non-probationary employee covered by this Agreement shall be discharged or disciplined without just cause.

Section 15.13 File Inspection

The Employer's personnel files and disciplinary history files relating to any employee, upon due notice, shall be open and available for inspection by the affected employee during regular business hours except for information which the Employer deems confidential.

Section 15.14 Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, as provided for in Section 15.13 above, shall not be used in any manner or any forum adverse to the employee's interests.

Section 15.15 Use and Destruction of File Material

A. Police Department

Disciplinary Investigation files, other than Police Board cases, will be destroyed five (5) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation prior to the expiration of the five year period. In such instances, the Complaint Register case files normally will be destroyed five years after the date of the final court adjudication, unless a pattern of sustained infractions exists.

B. All Departments

Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained, shall not be used against the employee in any future proceedings.

Section 15.16 Engineer Trainee Program

Effective June 26, 1992 the Employer and the Union entered into an Agreement for the employment and training of persons in an "Engineers Trainee Program." This Agreement, Exhibit "1," is appended to, and made a part of this contract.

Section 15.17 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform

the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through the process.

ARTICLE 16
SEPARABILITY

Section 16.1

~~If any part of this Agreement is determined to be invalid by a court of law all other provisions shall remain in full force and effect.~~ **In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.**

ARTICLE 17
NON-DISCRIMINATION

Section 17.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies.

Section 17.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 17.3

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 17.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the Union. The provisions of Article 12 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 18
UNION REPRESENTATIVE

Section 18.1 Representatives

The Union will advise the Employer in writing, of the names of its Representatives and shall notify the Employer promptly of any changes. A designated representative shall be allowed time off at the employee's regular rate of pay to attend meetings if agreed to by the Employer, scheduled by the Employer or mandated by this Agreement.

Representatives will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Representatives shall notify their immediate supervisors in advance of their intention to handle and process grievances.

Supervisors may not unreasonably withhold permission to the Representatives to engage in such activities.

Employees acting as Representatives shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Representatives from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 18.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 18.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

ARTICLE 19
DRUG AND ALCOHOL PROGRAM

Section 19.1 Policy Statement

The City of Chicago's 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 healthy and safety of employees, as well as their morale and productivity, all of which creates an undue burden on the persons which the City and employees covered by this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 19.2 Definitions

(a) Alcohol: Ethyl alcohol

(b) Prohibited Items and 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 Employer.

(c) Employer Premises: All property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 19.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 19.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two superiors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 independent laboratory accredited by the NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may

be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner will inform the applicable department head of any employee who tests positive for alcohol or drugs, who in turn will initiate disciplinary proceeding under Section 19.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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

Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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, or any employee.

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

Section 19.5 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 the voluntary Employee Assistance Program.

ARTICLE 20
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 20.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago

Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 20.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City

Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 21
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives

written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 22
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration

of the Labor-Management Cooperation Committee on health care, as defined below:

(a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above

by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to

reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~**Non-Prevailing Wage Rate Reopener**~~

~~**Four-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~**Five-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the~~

~~Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO

By: _____

LOCAL 399

By: _____

EXHIBIT 1

TRAINÉE'S AGREEMENT

This Agreement is entered into on ____ day of _____, 2007 between the City of Chicago, hereinafter referred to as the Employer and the International Union of Operating Engineers, Local No. 399 hereinafter referred to as the Union.

Whereas the Employer and the Union are desirous of entering into an agreement for the employment and training of persons in an "Engineer Trainee Program" they do hereby mutually covenant and agree as follows:

That the Employer agrees to employ trainees for the purpose of enabling said trainees to acquire the knowledge necessary to qualify for a valid Stationary Engineer's license.

That the Union agrees to an addendum to the Collective Bargaining Agreement with the Employer by allowing the use of trainees in accordance with this Agreement within the terms of the City Agreement as amended. In the event of conflict the terms of the Trainee Agreement will prevail.

Therefore the following addendum to the Collective Bargaining Agreement shall apply:

1. The duration of this Agreement shall run from the date of execution and thereafter, running concurrently with the Collective Bargaining Agreement between the Union and the Employer and any extensions thereof.

2. All applicants for trainee positions shall have equal opportunity for hiring.

3. The number of trainees who may be employed shall be determined by agreement between the Union and the Employer. The Employer shall give advance written notice to the Union of its intent to hire trainees and, upon request, will meet and confer with the Union prior to the appointment of the trainees.

4. The normal training period required for qualification for a valid Stationary Engineer's license is three (3) years. In certain cases when an earlier full qualification of a Trainee is agreed to by the Union and the Employer, a shorter training period may be deemed sufficient.

5. Each person who enters the Trainee Program shall attend the Local 399 school at their own expense for the full three (3) year period, unless as described in four (4) above they qualify for the Stationary Engineer license at an earlier date.

6. Trainees shall be exempt employees and as such may be disciplined, discharged or otherwise terminated at the sole discretion of the Employer.

7. Trainees who successfully complete this program and obtain a valid Stationary Engineer license shall not be required to file an application for a Career Service position as an Operating Engineer Group C but will be appointed as Operating Engineer Group C

with full Career Service status if vacancies and funds permit, or shall be placed on the recall list and shall be hired following previously laid off Operating Engineers Group C.

8. It is agreed that Trainees may not work alone.

9. The regular wage rate for Trainees under the previous Agreement were as follows:

Starting Rate	$10.50 per hr.
12 months service	$11.75 per hr.
24 months service	$13.25 per hr.
36 months service	$14.00 per hr.

Said rates shall be subject to the increases and other terms provided in the following Sections of this Agreement: Section 9.1, Prevailing Wage Rates; Section 9.2, Prevailing Rate Adjustments; and Section 9.5, Retroactivity.

10. The Employer acknowledges that the hiring of Trainees shall not cause a layoff of Operating Engineers "Group C" working for the City of Chicago, it being further understood that in case of layoff, Trainees will be laid off first and rehired last.

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.
- Comprehensive Communication and Outreach Strategies.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole

remedies in the Award. In addition, if such an agreement is not reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

COLLECTIVE BARGAINING AGREEMENT

Between

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS, LOCAL NO. 17

And

CITY OF CHICAGO

Effective July 1, 20~~0~~17
Through

June 30, 20~~1~~722

Ratified by City Council on: ~~December 12, 2007~~ ,2018

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS, LOCAL NO. 17

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CITY OF CHICAGO
AGREEMENT WITH
INTERNATIONAL ASSOCIATION OF HEAT
AND FROST INSULATORS AND
ASBESTOS WORKERS, LOCAL NO. 17

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and the International Association of Heat and Frost Insulators and Asbestos Workers, Local No. 17 (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classification:

Asbestos Worker

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classification, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to

determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to ensure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely ~~effect~~ **affect** the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3 Grievance of Alleged Violation

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~17, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July 1 of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five Years of this Agreement (07/01/2007 to 06/30/2012)~~:

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~**Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay

in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.5 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.6 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular pay day, or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.

The time limits for acting into higher rated jobs shall not exceed one hundred eighty (180) days, except where a regular incumbent is on leave of absence, in which case the time limit for acting into such position may not exceed one (1) year, and no individual employee can act up into that position for more than ninety (90) days. The time limits may be extended by mutual agreement of the parties. If the one hundred eighty (180) day limit is extended to one (1) year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee. To the extent that the Employer continues to require the performance of the duties of the higher rated job beyond the time limits set forth herein,

the position shall be treated as a "permanent vacancy" within the meaning of Section - of this Agreement and the Employer shall post and fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.

Section 4.7 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount

in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will

consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 5
HOURS OF WORK AND OVERTIME

Section 5.1 The Workday and Workweek

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of five (5) consecutive eight (8) hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 p.m. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal work day shall begin at 8:00 a.m. and end at 4:30 p.m. as determined by the Employer.

Notwithstanding the foregoing, it is agreed that the Employer may change the established starting time of the Monday through Friday work day for a department, bureau, work unit, crew or individual upon fourteen (14) days' written notice to the Union and affected employees, and discussion with the Union. Said starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without agreement by the Union. Failure to comply with this provision

shall result in the payment of appropriate premium time to affected employees.

Section 5.2 Overtime

All work performed in excess of forty (40) hours worked per week; or in excess of eight (8) hours worked per day when the employee has forty (40) hours of work or excused absences; or on Saturday or Sunday as such when Saturday and Sunday are not part of the Employee's regular work week; or on the sixth or seventh consecutive day worked, shall be paid for at two (2) times the regular straight time hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.

Section 5.3 Overtime Distribution

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the

employees within the same classification and within the same work location.

Section 5.4 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.5 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.6 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.7 Compensatory Time

Any banked overtime and/or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1 Current Holidays

(a) Full-time hourly employees shall receive eight hours straight-time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

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

12. Christmas Day

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

(d) The benefits set forth in (a), (b) and (c) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked. If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight (8) hours at straight time for such holiday. All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday and/or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the

employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1 Amount

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service Prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who worked at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3 Forfeit of Vacation

~~All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over up to three such vacation days for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. Such carry over vacation days must be scheduled upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld, and such carry over days must be taken on or before April 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). 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.~~

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days (**up to three **(3)**

~~such~~ ~~vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4 Employees Laid-Off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate of Vacation Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Selection

Vacation picks will be granted by classification seniority in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby

reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

Section 7.7 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six** of their vacations days one or more days(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection).** Such days(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work**

week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i) mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic**

partner is registered with the Department of Human Resources. The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

~~**Section 7.8 Reciprocity with Other Agencies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation~~

~~time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1 Definition

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or

2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) Unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 calendar days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986, who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee,

or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first ~~six (6)~~ **twelve (12)** months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after ~~six (6)~~ **twelve (12)** months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension,**

except in 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, and/or (2) if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have worked more than twelve (12) consecutive months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause**

based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.

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

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL LIFE AND ACCIDENT BENEFITS

Section 9.1

a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage, **based on the applicable percentage of their base salary, subject to the then-applicable salary cap:**

~~1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE+1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

	Single	**Employee + 1**	**Family**	**Salary Cap**
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
July 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
July 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

~~2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

d) A dispute between an employee (or his/her covered dependent) and the processor of claims not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be

provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

i) Effective January 1, 2019, prescription drug benefits shall be subject to an annual deductible of $35 per household. Effective January 1, 2021, prescription drug benefits shall be subject to an annual deductible of $75 per household.

Section 9.2 Joint Labor Management Cooperation Committee on Health Care

The City of Chicago 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

a. Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

b. Appointment by the City and Coalition of a Co-Chair and Vice-Cochair as designated in the Trust Agreement.

c. Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

d. Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or the Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender,

coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-

law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty

on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~The City proposes to change the salaried employee sick pay provisions of the Agreement as follows:~~

~~Salaried employees who are granted paid sick leave as of the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, as long as he/she continued to work under a classification that was receiving sick leave at the execution of this Agreement.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of**

sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i) mother, father, husband, wife, brother or sister (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the hospitalization and recovery. Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Personal Leaves

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer.

Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the

employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.6 Duty Disability Leaves

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date

the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with the subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to the employee's entitlement to Duty Disability.

Section 10.7 Medical Leaves

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job/classification if it is vacant or

if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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
- Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to two (2) weeks paid parental leave for the birth of a child or children by 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.

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1 Procedure for Department Review of Disciplinary Action

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel Board hearing, provided that said employee shall be guaranteed upon request, a full hearing, before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal

drugs on the job, insubordination or work stoppages, the employee will be given thirty (30) days advance notice of discharge, and has seven (7) days from receipt of the notice to appeal. If the employee does not file an appeal within the seven (7) day period, the employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the thirty (30) day notice period and the employee shall remain on the pay roll for the full notice period, except if prior to completion of the thirty (30) day notice period; (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the employer to retain the employee on the payroll beyond the thirty (30) day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is

not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee. In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless

a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 calendar days of the employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police Board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court

proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1 Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspensions for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the union and employee. Discipline shall be administered as soon as possible after the employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employee may request in writing to the Department Head for review of said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days or receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice or

discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2 Within three (3) working days or any mutually agreed upon extension after the Department Head or designee receives the employee's request for review, the Department Head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The Department Head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3 Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted

within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties.

The Department Head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union.

Step 4 If the matter is not settled at Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of Sections 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of

the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - IMMEDIATE SUPERVISOR

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event

which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted and submitted to the Union. Failure to post and so notify the union will permit immediate advancement to arbitration unless

corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7)

working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to

resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be

borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute,

including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/union at Step II.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate

supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the

charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions

allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2)(b)(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation

of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1 No Strikes

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2 Union Efforts

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee in the Union's bargaining unit, the Union further agrees it will

use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3 Discipline

The Employer may terminate the employment of or otherwise discipline any employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4 No Lockout

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless

revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3 and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Local Unions within seven (7) days name, address, classification, rate of salary and starting date of any new employee hired into the Local Union's bargaining unit.

The City and the Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

Section 13.2 Fair Share

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3 Right of Non-Association

Nothing in this Agreement shall be inconsistent with Section 6 (g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4 Condition of Employment

Each employee who on the effective date of this Agreement is a member of the union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of

the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, thirty (30) days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the Unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where

special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if an Asbestos Worker is on vacation, a Plumber shall not be assigned as a replacement Asbestos Worker. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to

the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11.3 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11.3 of this

Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a) Plan (or any similar successor Plan agreed to by the Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to that employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publications and notice to the affected employees.

Section 14.6 Safety

The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee concerning the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presents the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll Period**
- **Payroll Number**
- **Employee Number**
- **Name**
- **Title Code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e., address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured file transfer protocol (SFTP) available to the Union to receive the information.

~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate,~~

~~status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the

event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.9 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month.

On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.9.

Section 14.10 Filling of Permanent Vacancies

The Employer will post vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancy shall be posted for 14 days on the CAREERS website. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify the Union. Prior to the commencement of the selection process, the Employer will provide the Union with a list of qualified bidders.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents considered during the hiring process, including documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall

be so notified by the Department Head and informed of the reasons for non-selection.

The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based on the employee's job performance at any time during that period that the successful bidder cannot perform the 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.

Section 14.11 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certifies that the employee is fit for duty, the employee may elect or the Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician

who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through this process.

ARTICLE 15
LAYOFFS/RECALL

Section 15.1 Layoffs/Recall

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job. "Seniority" shall mean, for purposes of this Section, the employee's service in the job title (time-in-title) City-Wide. Employees shall be recalled in the reverse order they were laid off.

ARTICLE 16
SEPARABILITY

Section 16.1 Separability

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time.** ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 17
UNION REPRESENTATION

Section 17.1 Union Stewards

The Union will advise the Employer in writing, of the names of the Stewards in each Department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the Stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or Departments because of their activities on behalf of the Union. Any transfers of Union Stewards from their job classifications or Departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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 procedures.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's 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 City and the employees under this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the Employer 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 health work environment for all employees, the following drug and alcohol program is also established.

Section 18.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 independent laboratory accredited by the NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

(j) No laboratory report or test results shall appear in the incumbent's personnel file unless they are part of a personnel action under this program, but shall be placed in a

special locked file maintained by the Commissioner of Personnel, except as such disclosure may be required by this policy, law or ordinance.

Section 18.5 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 the voluntary Employee Assistance Program.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation,

monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take

appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor Agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the

postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:

   (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by ~~an~~ a

projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;

- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~Non-Prevailing Wage Rate Reopener~~

~~Four-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~Five-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of~~

~~its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO	**INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS, LOCAL NO. 17**
By: _____	By: _____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

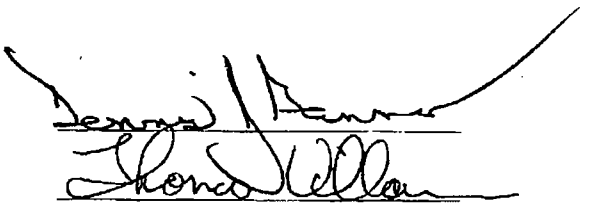
Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 19 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

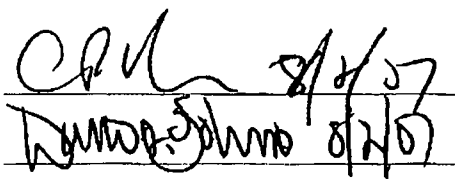
b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:



FOR THE CITY OF CHICAGO:



LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

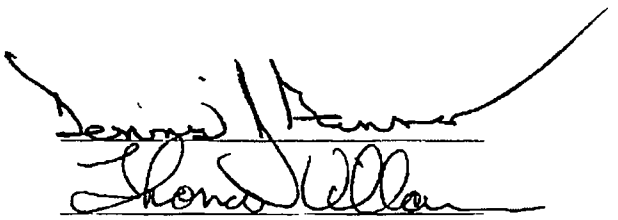
Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.

- Comprehensive Communication and Outreach Strategies.

FOR COUPE:



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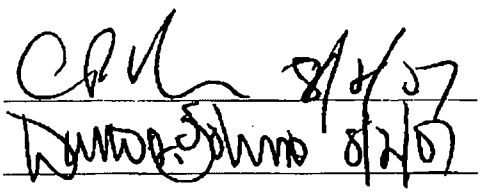


LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

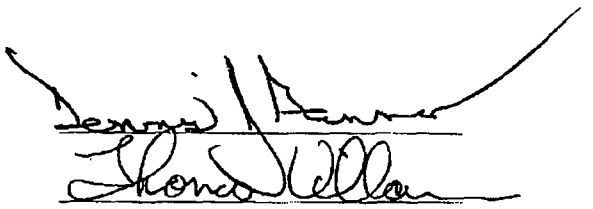
FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole

remedies in the Award. In addition, if such an agreement is not reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:



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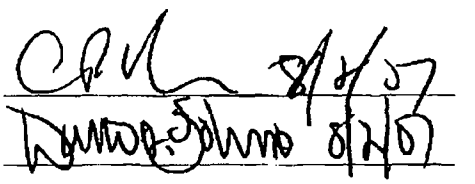

COLLECTIVE BARGAINING AGREEMENT

Between

PIPE FITTERS' ASSOCIATION
LOCAL UNION 597

And

CITY OF CHICAGO

Effective July 1, ~~2007~~ 2017
Through
June 30, ~~2017~~ 2022

Ratified by City Council on: ~~December 12, 2007~~

CITY OF CHICAGO
AGREEMENT WITH
PIPE FITTERS' ASSOCIATION
LOCAL UNION 597

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CITY OF CHICAGO
AGREEMENT WITH
PIPE FITTERS' ASSOCIATION
LOCAL UNION 597

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and the Pipe Fitters' Association Local Union 597 (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Assistant Chief Cooling Plant Inspector

Cooling Plant Inspector

Supervising Cooling Plant Inspector

Chief Mechanical Equipment Inspector

Gas Meter Inspector

Supervising Gas Meter Inspector

Steamfitter

Foreman of Steamfitters

General Foreman of Steamfitters

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule

the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which

would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3 Grievance of Alleged Violation

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~17, employees covered by this Agreement shall continue to receive the hourly rate being paid

to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17,** through the period ending June 30, 20~~17~~**22,** the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~**Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)**~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~**Section 4.4 – Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

~~• Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.5 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or

are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.6

The Assistant Chief Cooling Plant Inspector will receive $1.00 per hour more than the General Foreman and the Chief Mechanical Equipment Inspector will receive $2.00 per hour more than the General Foreman in accordance with Sections 4.1 and 4.2 and set forth in Appendix A attached hereto.

The Cooling Plant Inspector will receive $1.00 more than the Journeyman prevailing wage rate and the Supervising Cooling Plant Inspector will receive $2.00 per hour more than the Journeyman prevailing wage rate with rates to continue to be adjusted in accordance with the prevailing wage language in Article 4 of the CBA and past practice. The Supervising Cooling Plant Inspector receives $2.00 per hour more than the Journeyman prevailing wage. Effective 1/1/2019 the Supervising Cool Plant Inspector will receive $3.00 per hour more than the Journeyman prevailing wage rate with rates to continue to be adjusted thereafter in accordance with the prevailing wage language in Article 4 of the CBA and past practice.

Section 4.7 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.

The time limits for ~~such individual assignments to~~ **acting into higher-rated jobs shall not exceed one hundred eighty (180) days** ~~be ninety (90) days~~, except where a regular incumbent is on leave of absence, in which case the time limit **for acting into such position may not exceed one (1) year** ~~be six (6) months~~ **and no individual employee can act into that position for more than ninety (90) days.** The time limits may be extended by mutual agreement of the parties. **If the one hundred eighty (180) day time limit is extended to one year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee.** To the extent the Employer continues to require the performance of the duties of

the higher-rated job beyond the time limits set forth herein, the ~~assignment~~ **position** shall be treated as a "permanent vacancy" within the meaning of Section 14.10 of this Agreement~~,~~ and **the employer** shall ~~be subject to the applicable~~ **post**~~ing~~ and **fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.**

Section 4.8 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The

employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations

with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 5
HOURS OF WORK AND OVERTIME

Section 5.1 The Work Week

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of 5 consecutive 8-hour days Monday through Friday and 2 consecutive days off, Saturday and Sunday, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 p.m. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal work day shall begin at 8:00 a.m. and end at 4:30 p.m. with a one-half (1/2) hour unpaid lunch period, except where other hours are currently in effect.

Notwithstanding the foregoing, it is agreed that the Employer may change the established starting time of the Monday through Friday work day for a department, bureau, work unit, crew or individual upon fourteen (14) days written notice to the Union and affected employees, and discussion with the Union. Said starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without agreement by the Union. Failure to comply with this provision

shall result in the payment of appropriate premium time to affected employees.

Section 5.2 Overtime

All work performed in excess of 8 hours worked in any 24 hour period shall be considered overtime and paid for at one and one-half (1 & 1/2) times the regular straight time hourly rate of pay.

Work performed on Saturday or Sunday, when Saturday or Sunday is not part of the employee's regular work week; or on the sixth or seventh day worked in the Employer's work week, shall be paid for at two (2) times the regular straight time hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.

Section 5.3 Overtime Distribution

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall

be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3(a).

Section 5.4 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the

option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.5 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

Section 5.6 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the

employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.7 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

ARTICLE 6
HOLIDAYS

Section 6.1 Current Holidays

(a) Full-time hourly employees shall receive eight hours straight-time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Lincoln's Birthday
5. Washington's Birthday
6. Memorial Day

7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. Christmas Day

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

(d) The benefits set forth in (a), (b) and (c) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from

work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1 he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the

employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1 Amount

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility.

Continuous Service Prior to July	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days** (up to three **(3)** ~~such vacation~~ days **of accrued and unused vacation days for employees**

with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service) for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4 Employees Laid-off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate of Vacation Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Selection

Vacation picks will be granted by seniority in bargaining unit title(s) in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the

calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the

cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~**Section 7.7 Reciprocity With Other Agencies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.7 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six (6)** of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection)**. Such day(s) off shall be approved by the

employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.**

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or**

grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1 Definition

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service

for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) Unpaid leave of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired~~

~~after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.3 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of the layoff.

Section 8.4 Probationary Employment

New employees, **hired after ratification of this Agreement**, will be regarded as probationary employees for the first **twelve**

(12) ~~six (6)~~ months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after **twelve (12)** ~~six (6)~~ months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2)** if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she

does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.**

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

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

(a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

(b) Employees who participate in the Employer; medical care plan or an HMO shall make the following ~~percentage~~ contributions toward their health care coverage **based on the applicable percentage of their base ~~pay~~ salary (not including overtime) limited by the salary cap:**

	Single	**Employee +1**	**Family**	**Salary Cap**
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765%**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
Jan. 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
Jan. 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

~~(1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE +1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

~~(2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

Effective January 1, 2019, prescription benefits shall be subject to an annual deductible of $35 per Employee (one annual deduction per household).

Effective January 1, 2021, prescription benefits shall be subject to an annual deductible of $75 per Employee (one annual deduction per household).

(c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

(d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

(e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

(f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

(g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

(h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the

Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to ~~create~~ **maintain** 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

(a) Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

(b) Appointment by the City and Coalition of a Co-Chair and Vice-Co-chair as designated in the Trust Agreement.

(c) Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

(d) Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions bargaining units) by 2020. The parties will work through the LMCC to

identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or the Coalition Union's offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree

that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediately family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or**

the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the **serious health condition.** ~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise

seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee

is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.6 Duty Disability Leaves

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the

occurrence of a job-related injury, provided that there is no dispute as to the employee's entitlement to Duty Disability.

Section 10.7 Medical Leaves

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job/classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to

the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment . to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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**
- **Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or**
- **Up to two (2) weeks paid parental leave for the birth of a child or children by 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.**

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the

Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has seven (7) days from receipt of the notice to appeal. If the employee does not file an appeal within the seven (7) day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his/her appeal or otherwise engages in

conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that he/she is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive,

to the extent then known and available. Employer's failure to satisfy this Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police Board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this Agreement.

Section 11.2 Discipline and Grievance/Arbitration

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not

be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 days of the employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

Section 11.3 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1. Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board,

or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the Employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employee may request in writing to the Department Head for review of said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days or receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice or discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2. Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the

Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so

notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4. If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.4 Grievance and Arbitration

Except as in disciplinary provisions of Sections 11.1-11.3 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a

grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance with the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - Immediate Supervisor

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall

not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union Representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or

the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be

borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party.

Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/Union at Step II.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and

the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-

established hearing date per month for the arbitration of grievances.

Section 11.5 Conduct of Disciplinary Investigation

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a

representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges

against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than

ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with

the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1 No Strikes

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2 Union Efforts

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3 Discipline

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4 No Lockout

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3, and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The City and Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic

authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

Section 13.2 Fair Share

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union on a semi-monthly basis. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3 Right of Non-Association

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4 Condition of Employment

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the

jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Steamfitter is on vacation, a Laborer shall not be assigned as a replacement Steamfitter. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the

City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in

the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

The City agrees to provide representatives from Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release

of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6)

representatives of the Employer. The purpose of the committee shall be to discuss and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee concerning the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presents the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature

that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll period**
- **Payroll Number**
- **Employee number**
- **Name**
- **Title code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e. address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured transfer protocol (SFTP) available to the Union to receive the information. ~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule,~~

~~grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and

shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.9 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month.

Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.9.

Section 14.10 Telephone Expense Reimbursement

The current practice of reimbursing employees for job-related telephone expenses shall continue.

Section 14.11 Filling of Permanent Vacancies

The Employer shall determine if there is a permanent vacancy to be filled, and at any time before said vacancy is filled, whether or not said vacancy shall be filled.

The Employer will post ~~vacancy~~ vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted for fourteen (14) days on the CAREERS WEBSITE. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify. Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders.~~~~announcements for fourteen (14) days, and provide the Union with a copy of the announcement at the time it is posted.~~

Qualified bargaining unit employees shall be given an opportunity to bid on permanent vacancies declared by the Employer. In making selections, the Employer shall give preference to bargaining unit applicants over non-bargaining unit applicants, except where non-bargaining unit applicants have demonstrably greater skill and ability to perform the work. In making a selection between two or more bargaining unit applicants who are equally qualified, the Employer shall select the most senior bidder. For purposes of this Section, seniority shall be determined by the employee's continuous service in the bargaining unit.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notifies by the Department Head and information of the reason for non-selection.

The successful bidder for any job under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period to believe that the successful bidder cannot perform the 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.

Section 14.12 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant

limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through the process.

ARTICLE 15
LAYOFF AND RECALL

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job in the department. "Seniority" shall mean, for purposes of this Section, the employee's continuous service in the bargaining unit.

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held within the bargaining unit, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off.

ARTICLE 16
SEPARABILITY

Section 16.1

In the event any ~~of the~~ provisions of this Agreement shall be or become invalid or unenforceable by reason of any final and binding court decision, as well as any Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, which shall remain in full force and

effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time. ~~**The parties agree to meet and adopt revised provisions which would be in conformity with the law.**~~

ARTICLE 17
UNION REPRESENTATION

Section 17.1 Union Stewards

Should the Union choose to establish Stewards, the Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union Stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's 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 the morale and productivity, all of which creates an undue burden on the persons which the City and the employees covered by this Agreement serve. Furthermore,

the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 health work environment for all employees, the following drug and alcohol program is also established.

Section 18.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, lease or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 18.3 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, employee shall not use, possess, dispense or receive prohibited items or substances on or at the Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. The Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 independent laboratory accredited by the NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for Federal workplace testing programs dated April 11, 1988 and as maybe amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels or drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. Positive results of said retesting shall be conclusive as to the presence of alcohol or drugs. The failure to take sufficient samples, 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.

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

Section 18.5 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 the voluntary Employee Assistance Program.

ARTICLE 19

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED

and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive.

Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have

been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration

of the Labor-Management Cooperation Committee on health care, as defined below:

(a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either

party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach

agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~**Non-Prevailing Wage Rate Reopener**~~

~~**Four-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~**Five-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO	**PIPE FITTERS' ASSOCIATION LOCAL UNION, 597**
By: _____	By: _____

[EMS: LOCAL-597]

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:	FOR THE CITY OF CHICAGO:
_____	_____
_____	_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.
- Comprehensive Communication and Outreach Strategies.

FOR COUPE: FOR THE CITY OF CHICAGO:

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

COLLECTIVE BARGAINING AGREEMENT

Between

CHICAGO JOURNEYMEN PLUMBERS' LOCAL UNION 130, U.A.

And

CITY OF CHICAGO

Effective July 1, ~~2007~~ 2017
Through
June 30, ~~2017~~ 2022

Ratified by City Council on: ~~December 12, 2007~~

CITY OF CHICAGO
AGREEMENT WITH
CHICAGO JOURNEYMEN PLUMBERS'
LOCAL UNION 130, U.A.

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CITY OF CHICAGO
AGREEMENT WITH
CHICAGO JOURNEYMEN PLUMBERS'
LOCAL UNION 130, U.A.

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and the Chicago Journeymen Plumbers' Local Union 120 U.A., (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

District Superintendent of Water Distribution

Assistant District Superintendent of Water Distribution

District Foreman of Water Pipe Construction

Foreman of Water Pipe Construction

Pipe Location Machine Operator

Caulker

Hydrant Inspector

Director of Plumbing Test Laboratory

Chief Plumbing Inspector

Assistant Chief Plumbing Inspector

Plumbing Inspector In Charge

Plumbing Inspector

Chief Water Rate Taker

Supervisor of Water Rate Takers

Water Rate Taker

Water Meter Assessor

General Foreman of Plumbers

Foreman of Plumbers

Plumber

Plumber (sub-Foreman)

District Superintendent of Sewers

Foreman of Sewer Cleaning

Assistant Foreman of Sewer Cleaning

Supervising House Drain Inspector

House Drain Inspector

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific

and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely affect the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3 Grievance of Alleged Violation

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to

the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, **2017**, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in **2017**, through the period ending June 30, **2022**, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this

Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates Governing July 1, 2017-June 30, 2022

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay

in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.4 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of the date of **final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between **July 1, 2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.5 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.

The time limits for acting into higher rated jobs shall not exceed one hundred eighty (180) days, except where a regular incumbent is on leave of absence, in which case the time limit for acting into such position may not exceed one (1) year, and no individual employee can act up into that position for more than ninety (90) days. The time limits may be extended by mutual agreement of the parties. If the one hundred eighty (180) day limit is extended to one (1)year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee. To the extent that the Employer continues to require the performance of the duties of the higher rated job beyond the time limits set forth herein,

the position shall be treated as a "permanent vacancy" within the meaning of Section - of this Agreement and the Employer shall post and fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.

Section 4.6 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period

for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations

with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 5
HOURS OF WORK

Section 5.1

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

Section 5.2 The Work Week

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday.

The normal work week shall consist of five (5) consecutive eight hour days, Monday through Friday, and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

Section 5.3 The Work Day

The normal work day shall begin at 8:00 a.m. and end at 4:30 p.m., including a one-half (1/2) hour unpaid lunch period, except where different hours are currently in effect.

Notwithstanding the foregoing, it is agreed that the Employer may change the established starting time of the Monday through Friday work day for a department, bureau, work unit, crew or individual upon fourteen (14) days written notice to the Union and affected employees, and discussion with the Union. Said starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without

agreement by the Union. Failure to comply with this provision shall result in the payment of appropriate premium time to affected employees.

Section 5.4 Overtime

Overtime and premium pay for employees shall be defined and paid in accordance with the historical and traditional practices of the Employer and the Union pursuant to the applicable collective bargaining agreement which is negotiated in the private sector and which historically and traditionally governs said payment. The Union shall certify and provide evidence to the Employer of said overtime and premium definitions and rates as described above.

All work performed prior to the start of the regular shift on a regularly scheduled work day and all work performed after eight (8) hours worked in any 24 hour period; or on Saturday as such when Saturday is not part of the employee's regular work week; or on the sixth consecutive day worked in the Employer's work week, 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 straight time hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall be given compensatory time on an hour for hour basis for all overtime worked Monday through Friday, and will continue to receive overtime on a cash basis

for Saturday and Sunday overtime as per the parties' practice. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked. **All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.**

Section 5.5 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.6 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.7 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.8 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1 Current Holidays

(a) Full-time hourly employees shall receive eight hours straight-time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

1. New Year's Day
2. Dr. Martin Luther King's Birthday

3. Casimir Pulaski Day
4. Lincoln's Birthday
5. Washington's Birthday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. Christmas Day

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

(d) The benefits set forth in (a),(b) and (c) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1 he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

An employee working on Christmas, New Year's Day and Dr. Martin Luther King's Birthday, he/she shall be paid at the rate of two (2) times his/her regular hourly rate for all hours worked plus eight hours off with pay (compensatory time) if the employee is a full time employee and pro rata time off if the employee is a part-time employee.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to

pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day. Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1 Amount

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service Prior to July 1	Vacation

Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3 Forfeit of Vacation

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee

is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days (**up to three **(3)** ~~such vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4 Employees Laid-Off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate of Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Selection

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the

operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of

such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~**Section 7.7 Reciprocity With Other Agencies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.7 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six (6)** of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection).** Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.**

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical

illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1 Definition

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or

2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) Unpaid leave of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.3 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except

for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.4 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first **twelve (12)** ~~six (6)~~ months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after **twelve (12)** ~~six (6)~~ months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2)** if the Employer, within its discretion, rehires a former

employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.**

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

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

(a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

(b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage **based on the applicable percentage of their base salary (not including overtime) limited by the salary cap:**

	Single	Employee +1	Family	Salary Cap
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765%**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
Jan. 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
Jan. 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

~~(1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below.~~

~~For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE +1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

~~(2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

Effective January 1, 2019, prescription benefits shall be subject to an annual deductible of $35 per Employee (one annual deduction per household).

Effective January 1, 2021, prescription benefits shall be subject to an annual deductible of $75 per Employee (one annual deduction per household).

(c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

(d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

(e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

(f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

(g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

(h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to ~~create~~ **maintain** 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

(a) Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

(b) Appointment by the City and Coalition of a Co-Chair and Vice-Co-chair as designated in the Trust Agreement.

(c) Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

(d) Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions bargaining units) in 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or Coalition

Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the

funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14)

calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,**~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of

that calendar year as if he/she were actively employed, in order to cover the absence resulting from the **serious health condition.** ~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the

occurrence of a job-related injury, provided that there is no dispute as to the employee's entitlement to Duty Disability.

Section 10.6 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.7 Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the

first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification

if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

Paid Parental Leave: 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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. Eligible employees may be granted the following paid parental leaves, in conjunction with and as a 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
- Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to two (2) weeks paid parental leave for the birth of a child or children by 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.

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said

Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 7 days from receipt of the notice to appeal. If the employee does not file an appeal within the 7-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had

a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 calendar days of the employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a pre-disciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police Board is

reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1. Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the Employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employee may request in writing to the department head for review of the said

disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice of discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2. Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4. If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of Sections 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - IMMEDIATE SUPERVISOR

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head/or the Department Head's designee within seven

(7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this

paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected

employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief

requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of

the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party.

Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and

apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/Union at Step II.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator

from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate

reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an

unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the

same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions

allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1 No Strikes

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to

sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2 Union Efforts

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3 Discipline

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4 No Lockout

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3, and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The City and Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize

voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

Section 13.2 Fair Share

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3 Right of Non-Association

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4 Condition of Employment

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be

performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Sheet Metal Worker is on vacation, a Plumber shall not be assigned as a replacement Sheet Metal Worker. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement,

thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

The City agrees to provide representatives from Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release

of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected Employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6)

representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee as to the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presents the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline

under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll period**
- **Payroll Number**
- **Employee number**
- **Name**
- **Title code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e. address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured transfer protocol (SFTP) available to the Union to receive the information. ~~on a monthly basis a bargaining unit~~

~~report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the

event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.9 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its

ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.9.

Section 14.10 Telephone Expense Reimbursement

The current practice of reimbursing employees for job related telephone expenses shall continue.

Section 14.11 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through the process.

ARTICLE 15
LAYOFF AND RECALL

Section 15.1 Notice of Layoff

The Union and employees, except probationary employees with less than ninety (90) of service, shall be provided with at least fourteen (14) days advance notice of a layoff, except in emergencies beyond control of the Employer, in which event, such notice shall be given as soon as reasonably possible after the Employer knows. Such notice shall contain the name, position classification, department, work location, if available in the Employer's records, and seniority date of each employee scheduled to be laid off.

For purposes of this Article 15, an employee shall be considered as "subject to layoff" as soon as that employee is scheduled to be laid off, or removed from his/her position classification.

Section 15.2 Order of Layoff

Provisional and probationary employees with less than ninety (90) days of service shall be terminated prior to any other employees being laid off. Probationary employees with more than ninety (90) days of service shall be laid off first. Thereafter, the least senior career service employee in the affected job classification shall be laid off first, provided the ability, qualification to perform the required work, and the employee's job performance are relatively equal among the other employees in the job. "Seniority" shall mean, for purposes of

this Section, the employee's service in the job title (time-in-title) City-wide.

Section 15.3 Bumping

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held, in the department, or if none, in any other title which they have held for ninety (90) days or more, in the order of the most recent held, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Section 15.4 Recall

Employees shall be recalled in the reverse order they were laid off.

Notice of recall shall be sent by certified mail (return receipt requested) to the last known address of the employee. It shall be the employee's responsibility to inform the Employer of any address change. The duration of an employee's recall rights is governed by Section 8.4 (Break in Service).

Employees on a recall list shall also be eligible for recall on a seniority basis to a lower-rated job, provided the employee has the then present ability to perform the lower-rated job to the Employer's satisfaction without further training. Employees recalled to lower-rated jobs shall retain recall rights to the initial job from which they were laid off.

Section 15.5 Hiring During Layoffs

No new employees may be hired to perform duties normally performed by a laid off employee while employees are laid off.

Section 15.6 Lottery

The Union shall receive notice of any lotteries to be held. The Union may have representatives at all lotteries affecting unit employees.

ARTICLE 16
BALANCING THE WORKFORCE AND REASSIGNMENT PROCEDURE

The Employer's permanent movement of employees from one location to another shall not be subject to the provisions of Sections 17.1 and 17.2 of Article 17 if there is not a net increase in the number of employees in the affected classification(s) in the affected location(s).

If the Employer intends to permanently reduce the number of employees in a job classification at a location and reassign them to another location the Employer shall seek volunteers among the employees in the affected job classification at the affected location, provided that the volunteers have the then present ability to perform the work required without further training.

If there are more volunteers than there are assignments, such reassignment shall be made on the basis of seniority at the affected location. If there are insufficient volunteers available, the Employer shall reassign employees using reverse seniority at the affected location provided that the employees have the then present ability to perform the required work. For purposes of this Article, seniority shall be defined as time-in-title among the employees at the affected location(s).

An employee being reassigned under this provision may file a transfer request under Section 17.5 of Article 17 to return to his/her original location.

Notwithstanding the provisions of Section 17.5 of Article 17, said request, which must be made within sixty (60) days of reassignment, and shall have preference over all other transfer requests for the original location.

Thirty days' advance notice of the reassignment shall be given to the Union and the affected employee if the need to reassign is known; otherwise, as soon as reasonably possible.

ARTICLE 17
FILLING OF PERMANENT VACANCIES

Section 17.1 Definition of Vacancy

The Employer shall determine if there is a permanent vacancy to be filled, and at any time before said vacancy to be filled, ~~at any time before said vacancy is filled~~ whether or not said vacancy shall be filled.

A vacancy is defined as an opening which the Employer intends to fill and which results from various factors, such as addition of new positions and/or classifications, reassignments, promotion, bidding out or separation for any reason.

Section 17.2 Filling of Permanent Vacancies

The procedure stated in this Article shall be the exclusive procedure for filling of bargaining unit vacancies.

Section 17.3 Recall

When filling a vacancy, the Employer shall first recall employees who have a right of recall under Article 15.

Section 17.4 Rights of Employees in Abolished Classes

Employees on layoff whose classification has been abolished or employees who have received layoff notices and whose classification will be abolished as of the effective date of said notice, shall have the right to fill available bargaining unit vacancies in equal or lower-rated positions after the provisions of Section 17.3 of this Article have been exhausted.

Section 17.5 Transfer Request Procedure

Employees within a department who desire a change in location of their job assignment shall request such change in writing on the Employer's form.

Employees may file such requests in December for the period beginning in January and continuing through June of the following year and in June for the period beginning in July and continuing through December. Employees filing multiple requests and accepting a transfer shall only be allowed a single transfer in the six (6) month period. Request forms shall notify employees of the provisions of this Section.

Employees shall receive a copy of all request filed with receipt noted on the copy. A list of such requests from each department shall be provided to the Union.

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, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation.

Section 17.6 Posting

When filling a vacancy and the requirements of Sections 17.3, 17.4 and 17.5 have been met, and as to Section 17.5, there are no said employees who have transfer requests on file or no eligible employees on said lists, the Employer shall post and fill every vacancy in accordance with the following procedures:

A. The posting of an Employer-determined permanent vacancy shall be **posted electronically on the City of Chicago CAREERS website.** ~~on bulletin boards at each Employer physical site in the Department.~~ Said vacancy shall be posted for fourteen (14) days. A copy of the posting shall be provided to the Union **at least 72 hours prior to the electronic posting.** ~~no later than the first day of posting~~. The posting shall contain at least the following: job title, qualifications, days off, shift, hours, work location, if known, and rate of pay. The postings shall also identify the number of positions to be filled. If that number changes, the Employer shall promptly notify the Union. ~~The Employer will also place copies of the posting at job locations other than in the department the vacancy arises (including the Departments of Water Management, Transportation, Buildings, DCAP, General Services, or any other Department employing bargaining unit members after the date of this Agreement) in an "umbrella letter" which will cover all postings. Such postings~~

~~will remain posted for not less than five (5) full days.~~

B. Employees may bid on jobs the Employer determines to be permanently vacant for promotion or transfer to equal or lower-rated jobs. All applicants from outside the bargaining unit and bidders from within the unit shall be considered as one group for selection purposes. Bidders from within the bargaining unit shall not be included on the same list with applicants from a Department of Personnel referral list. Applicants and bidders for vacancies shall meet the minimum qualifications for the job in order to be considered for selection by the Employer.

C. Qualified employees shall be given an equal opportunity to bid on jobs which are declared vacant by the Employer for promotion or transfer to equal or lower rated job. The Employer shall select the most qualified applicant or bidder. In making selections, bidders from within the bargaining unit shall be given preference over non-bargaining unit applicants unless non-bargaining unit applicants, when selected have demonstrably greater relevant skill, ability and experience to perform the work. Where bargaining unit bidders are relatively equally qualified, the Employer shall select:

1. the most senior employee (based on department seniority) of those bidding for promotion within the Bureau; or if none,
2. the most senior employee (based on department seniority) of those bidding for promotion within the Department or if none to applicants within the department; or if none,
3. the most senior employee (based on bargaining unit seniority) of those bidding for promotion from any other Department in the Bargaining Unit; or if none,
4. the most senior employee (based on bargaining unit seniority) of those bidding for transfer to equal or lower rated jobs. The Employer shall determine whether such employees are "relatively equally qualified."

D. Prior to notifying the successful bidder from within the bargaining unit or applicant from outside the unit, the Department shall give the Union a list of bidders identifying the successful bidder(s) or, where applicable, the name(s) of the successful applicant(s). Upon request, the Department shall schedule a meeting with the Union to review the selection process, including the reason(s) for selection and rejection of bidders. Bidders who are

not selected shall be so notified by the Department head including reason for non-selection. A successful bidder may not bid for another permanent vacancy for one (1) year unless laid off or bumped within that year.

E. Prior to appointing a non-bargaining unit applicant in a permanent position in the bargaining unit, the Employer shall honor the layoff and recall provisions of Section 15.4 and 15.5 of Article 15, and the recall and reinstatement and transfer provisions of Sections 17.3 and 17.5 of this Article. In the event a non-bargaining unit applicant is selected over a bidder from within the bargaining unit applicant, any dispute arising under this Section regarding the selection shall be submitted to expedited arbitration. The parties shall promptly meet for the purpose of selecting an arbitrator. The arbitrator shall submit his written decision to the Employer and the Union within thirty (30) days following his/her appointment. the arbitrator's decision shall be final and binding on the parties and in accordance with the provisions of Article 11 off this Agreement.

F. During the bidding and/or selection process set forth in this Article, the Employer may temporarily fill said permanent vacancy consistent with the provisions of this Agreement, such as detailing and acting up.

G. When an employee in a prevailing rate position is deemed to have successfully filled a vacancy in another prevailing rate position at a higher rate of pay, said employee in a prevailing rate position or an employee who is compensated under the Employer's Compensation Plan, is deemed to have successfully filled a vacancy under said Compensation Plan where, in either case, the position filled is at a higher rate of pay or higher pay grade, the employee will be given credit for time served in his former position in determining his salary rate and shall receive a pay increase of one step based on such credit, provided that such increase shall not exceed 5% over the last salary paid and provided, further, that in no case shall such employee be paid less than the entrance rate for the new position.

H. The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period that the successful bidder cannot perform the 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.

Section 17.7 Acting In A Higher-Rated Job

~~An employee who is directed to and does perform, or who is held accountable for, substantially all of the duties and responsibilities of a higher-rated job in the bargaining unit continuously for more one (1) day shall be paid at the higher rate for all such time from to the first day of the assignment. Such payment shall be made on the next regular pay day, or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.~~

~~Employees paid for acting in a higher-rated job shall be paid as if they had been promoted to the higher-rated job.~~

~~The time limits for such assignments to higher-rated jobs shall be ninety (90) days, except where a regular incumbent is on leave of absence, in which case it shall be six (6) months. The time limits may be extended by mutual agreement of the parties. The Employer shall not rotate employees in order to circumvent the payment provision of this section.~~

~~If the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits herein, the Employer shall post and fill the job as a permanent vacancy under this Agreement. If the employee who has been paid for acting in a higher-rated job also is the successful bidder when the job is posted as a permanent vacancy, where applicable the said employee's seniority date for purposes of longevity pay~~

~~increases shall be the date the employee initially was paid for acting in the higher-rated job, provided the employee had continued to perform in the higher-rated job without interruption.~~

Section 17.8 Acting In A Lower-Rated Job

Any employee who works in a lower-paid classification temporarily shall be paid his/her regular rate.

Section 17.9 Detailing

Detailing is the temporary transfer of an employee to a work assignment within his/her job classification geographically removed from the employee's normal work site.

Individual employees shall not be detailed for more than ten(10) days, unless the Employer gives notice to the Union of its need to do so and confers with the Union upon request. In any event, no such assignment may extend beyond sixty (60) or up to ninety (90) days without the agreement of the parties, and such assignments are subject to the volunteer and rotation requirements, below, of this section.

The Employer shall notify the employees in advance of the requirements for said detailing and shall seek volunteers among the employees who have the then present ability to perform the work required without further training. If there are more volunteers than there are assignments, selections shall be made on the basis of seniority. If there are insufficient volunteers, the Employer shall assign the detailing by inverse seniority, starting with the least senior first, and attempt to rotate such assignments within each calendar year. The

employee's supervisor may, within his/her discretion, accept an employee's refusal to be detailed, provided that such acceptance shall not be unreasonably denied.

Thirty (30) days advance notice of detailing shall be given to the employees if the need to detail is known; otherwise, as soon as reasonably possible.

ARTICLE 18
SEPARABILITY

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time.** ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 19

UNION REPRESENTATION

Section 19.1 Union Stewards

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the

formulation, development and implementation of policies and programs affecting working conditions.

Section 19.2 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

ARTICLE 20
DRUG AND ALCOHOL PROGRAM

Section 20.1 Policy Statement

The City of Chicago's 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 City and the employees under this Agreement serve. Furthermore, the economic cost of providing health care services to employees

who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 health work environment for all employees, the following drug and alcohol program is also established.

Section 20.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 20.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a

drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 20.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 shall will be subject to termination.

(c) Drug and alcohol testing will be conducted by an independent laboratory accredited by the NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 20.3 above

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

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

Section 20.5 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 the voluntary Employee Assistance Program.

ARTICLE 21
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 21.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of

graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 21.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City

Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit

(excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:

(a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as

set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach

agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~**Non-Prevailing Wage Rate Reopener**~~

~~**Four-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~**Five-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the~~

~~Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO

By: _____

CHICAGO JOURNEYMEN PLUMBERS LOCAL UNION 130, U.A.

By: _____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 21 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project

shall participate in an apprenticeship program registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:	FOR THE CITY OF CHICAGO:
_____	_____
_____	_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.

- Comprehensive Communication and Outreach Strategies.

FOR COUPE:	FOR THE CITY OF CHICAGO:
_____	_____
_____	_____

COLLECTIVE BARGAINING AGREEMENT

Between

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS LOCAL 11

And

CITY OF CHICAGO

Effective July 1, 20~~0~~17
Through

June 30, 201~~7~~22

Ratified by City Council on: ~~December 12, 2007~~ ,2018

CITY OF CHICAGO
AGREEMENT WITH
UNITED UNION OF ROOFERS,
WATERPROOFERS AND ALLIED
WORKERS LOCAL 11

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CITY OF CHICAGO
AGREEMENT WITH
UNITED UNION OF ROOFERS,
WATERPROOFERS AND ALLIED
WORKERS LOCAL 11

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and United Union of Roofers, Waterproofers and Allied Workers Local 11 (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Foreman of Roofers

Roofers

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to

determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely ~~effect~~ **affect** the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, **20~~0~~17**, employees covered by this agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in **20~~0~~17**, through the period ending June 30, ~~2017~~ **2022**, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates

effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)~~:

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~**Section 4.4 – Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in

any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.5 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, 20~~07~~**17** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.6 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 or classification

consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.

The time limits for acting into higher rated jobs shall not exceed one hundred eighty (180) days, except where a regular incumbent is on leave of absence, in which case the time limit for acting into such position may not exceed one (1) year, and no individual employee can act up into that position for more than ninety (90) days. The time limits may be extended by mutual agreement of the parties. If the one hundred eighty (180) day limit is extended to one (1) year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee. To the extent that the Employer continues to require the performance of the duties of the higher rated job beyond the time limits set forth herein, the position shall be treated as a "permanent vacancy" within the meaning of Section - of this Agreement and the Employer shall post and fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.

Section 4.7 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's

complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The

Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 5
HOURS OF WORK

Section 5.1 The Work Week

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of 5 consecutive 8-hour days, Monday through Friday, and 2 consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 p.m. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal work day shall begin at 8:00 a.m. and end at 4:30 p.m. as determined by the Employer.

Notwithstanding the foregoing, it is agreed that the Employer may change the established starting time of the Monday through Friday work day for a department, bureau, work unit, crew or individual upon fourteen (14) days' written notice to

the Union and affected employees, and discussion with the Union. Said starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without agreement by the Union. Failure to comply with this provision shall result in the payment of appropriate premium time to affected employees.

Section 5.2 Overtime

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day where the employee has 40 hours of work or excused absence, shall be paid for at one and one-half (11/2) times the regular straight time hourly rate of pay for the first two hours of overtime worked; all other overtime worked on a regularly scheduled workday shall be paid for at two (2) times the regular straight time hourly rate of pay.

All work performed on Saturday, 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 (11/2) times the regular straight time hourly rate of pay for the first eight hours of overtime worked; all other overtime worked on Saturday or the sixth consecutive day shall be paid for at two (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. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.

Section 5.3 Overtime Distribution

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by

reverse seniority. "Seniority" shall mean, for purposes of this section the employee's service in any bargaining unit title(s).

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3(a).

Section 5.4 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four(4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the

option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.5 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.6 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.7 Compensatory Time

Any banked overtime and/or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160

hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1

(a) Full-time hourly employees shall receive eight hours straight time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) The benefits set forth above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1 he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the

department head, provided the employee works the full scheduled workday immediately preceding the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service Prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time

employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days (**up to three **(3)** ~~such~~ ~~vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over

vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff

or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The

Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~**Section 7.7**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.8 Non-consecutive Vacation Days

Employees may receive up to ~~five~~ **six** of their vacations days one or more days(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection).** Such days(s) off shall be approved by the employee's supervisor and such approval shall not be

unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.**

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i) mother, father, husband, wife, brother or**

sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or

2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption of Service

(a) Nonseasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the~~

~~Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first ~~six (6)~~ **twelve (12)** months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after ~~six (6)~~ **twelve (12)** months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2)** if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in

the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have worked more than twelve (12) consecutive months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.**

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

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage, **based on the applicable percentage of their base salary, subject to the then-applicable salary cap:**

~~1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE+1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~

~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

	Single	Employee + 1	Family	Salary Cap
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
July 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
July 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

~~2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

(c) The benefits provided herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard

provisions of insurance policies between Employers and insurance companies.

(d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

(e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

(f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

(g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

(h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a

maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

i) Effective January 1, 2019, prescription drug benefits shall be subject to an annual deductible of $35 per household. Effective January 1, 2021, prescription drug benefits shall be subject to an annual deductible of $75 per household.

Section 9.2 Joint Labor Management Cooperation Committee on Health Care

The City of Chicago 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

a. Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

b. Appointment by the City and Coalition of a Co-Chair and Vice-Cochair as designated in the Trust Agreement.

c. Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

d. Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or the Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive

days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any employee who is a

member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid sick leave as of the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, as long as he/she continued to work under a classification that was~~

~~receiving sick leave at the execution of this agreement.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i) mother, father, husband, wife, brother or sister (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the hospitalization and recovery. Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.6 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date

the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to the employee's entitlement to Duty Disability.

Section 10.7 Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3 month periods. The employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job/classification if it is vacant or

if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 1 employee for the purpose of service as Laborer Representative or officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave the employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the

12-month period prior to the leave. 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
- Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to two (2) weeks paid parental leave for the birth of a child or children by 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.

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking

illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has seven (7) days from receipt of the notice to appeal. If the employee does not file an appeal within the seven (7) day period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the employer to retain the employee on the payroll beyond the 30-day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to

taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be

defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and the subject matter, within 30 days of the employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a pre-disciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police Board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or

Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1. Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the Employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employee may request in writing to the department head for review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the

back of or attached to the notice of discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2. Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting

shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4. If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of Sections 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of

the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - Immediate Supervisor

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or

the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to

follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation

and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The

arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the Union at Step II or Step III.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the

grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the

employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any nongovernmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the

employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to

rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union

further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECKOFF AND FAIR SHARE

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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 semimonthly basis to the Union. Authorization for such deduction shall be irrevocable unless

revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3 and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or 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, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

The City and the Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues checkoff is remitted. It is understood that the amount of deductions from said nonmember bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of

the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where

special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Roofer is on vacation, a Plumber shall not be assigned as a replacement Roofer. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to

the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this

Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a) Plan (or any similar successor Plan agreed to by the Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to that employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall

be implemented without prior publication and notice to the affected Employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee concerning the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of

the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presented the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, he will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll Period**
- **Payroll Number**

- **Employee Number**
- **Name**
- **Title Code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e., address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured file transfer protocol (SFTP) available to the Union to receive the information.

~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career~~

~~Service -- Terminations; -- Leaves -- of -- Absence; -- Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further

training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.9 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement

must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.9.

Section 14.10 Filling of Permanent Vacancies

The Employer will post vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancy shall be posted for 14 days on the CAREERS website. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify the Union. Prior to the commencement of the selection process, the Employer will provide the Union with a list of qualified bidders.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents considered during the hiring process, including documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notified by the Department Head and informed of the reasons for non-selection.

The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based on the employee's job performance at any time during that period that the successful bidder cannot perform the 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.

Section 14.11 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant

limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certifies that the employee is fit for duty, the employee may elect or the Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through this process.

ARTICLE 15
LAYOFFS AND RECALL

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification shall be laid off first provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job.

"Seniority" shall mean, for purposes of this Section, the employee's continuous service in any bargaining unit title(s) Citywide.

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off.

ARTICLE 16
SEPARABILITY

Section 16.1

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of**

time. ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 17
UNION REPRESENTATION

Section 17.1 Union Stewards

The Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union Stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present

its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's essential mission is to provide service 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 City and employees covered by this Agreement serve. Furthermore, the economic cost of providing health care services

to employees who abuse drugs and alcohol has put an increasing burden on the City's finance.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 health work environment for all employees, the following drug and alcohol program is also established.

Section 18.2 Definitions

(a) Alcohol: Ethyl alcohol

(b) Prohibited Items & Substance: 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative,

the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 independent laboratory accredited by NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

(j) No laboratory report or test results shall appear in the incumbent's personnel file unless they are part of a

personnel action under this program, but shall be placed in a special locked file maintained by the Commissioner of Personnel, except as such disclosure may be required by this policy, law or ordinance.

Section 18.5 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 the voluntary Employee Assistance Program. This article will not diminish any language to the contrary in any other Coalition Union Agreement.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum

of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~**2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement

shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, Holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but

no earlier than July 1, ~~2007~~**2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~**2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:
   (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~Non-Prevailing Wage Rate Reopener~~

~~Four-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition~~

~~notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~Five-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the~~

~~conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO	**UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS LOCAL 11**
By: _____	By: _____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

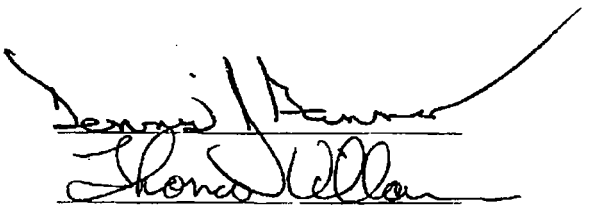
The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 19 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

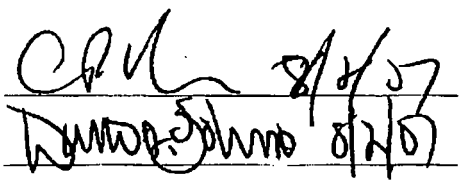
b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:



FOR THE CITY OF CHICAGO:



LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.
- Comprehensive Communication and Outreach Strategies.

FOR COUPE:

FOR THE CITY OF CHICAGO:

8/8/07

8/8/07

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

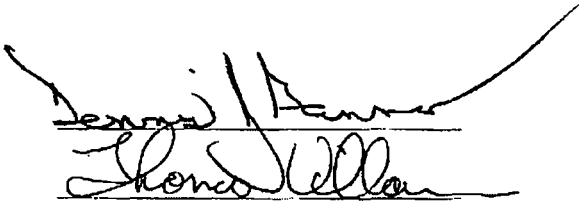
FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

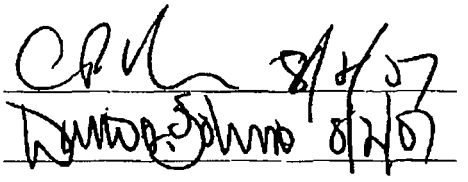
Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:



FOR THE CITY OF CHICAGO:



COLLECTIVE BARGAINING AGREEMENT

Between

Operating Engineers 150 - Deckhands

And

CITY OF CHICAGO

Effective July 1, 20~~0~~17
Through

June 30, 20~~1~~722

Ratified by City Council on: ~~December 12, 2007~~ ,2018

CITY OF CHICAGO
AGREEMENT WITH

Operating Engineers 150 - Deckhands

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CITY OF CHICAGO
AGREEMENT WITH

Operating Engineers 150 - Deckhands

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and the Operating Engineers 150 - Deckhands (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classification:

Deck Hand

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used

herein, refers to the above job classification, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including

(but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely ~~effect~~ **affect** the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color,

religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3 Grievance of Alleged Violation

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~17, employees covered by this Agreement shall continue to receive the hourly rate being paid

to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~**Section 4.4 – Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.5 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~**2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.6 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.

The time limits for acting into higher rated jobs shall not exceed one hundred eighty (180) days, except where a regular incumbent is on leave of absence, in which case the time limit for acting into such position may not exceed one (1) year, and

no individual employee can act up into that position for more than ninety (90) days. The time limits may be extended by mutual agreement of the parties. If the one hundred eighty (180) day limit is extended to one (1) year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee. To the extent that the Employer continues to require the performance of the duties of the higher rated job beyond the time limits set forth herein, the position shall be treated as a "permanent vacancy" within the meaning of Section - of this Agreement and the Employer shall post and fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.

Section 4.7 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular

base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and

inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 5
HOURS OF WORK AND OVERTIME

Section 5.1 The Workday and Work Week

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of five (5) consecutive 8-hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall begin at 7:30 A.M. and end at 3:30 P.M., as directed by the Employer.

The Employer may change the time of its normal work day or work week upon reasonable notice to, and upon request, discussion with the Union.

Notwithstanding the foregoing, it is agreed that the Employer may change the established starting time of the Monday through Friday work day for a department, bureau, work unit, crew or individual upon fourteen (14) days written notice to the Union and affected employees, and discussion with the Union. Said starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in

this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without agreement by the Union. Failure to comply with this provision shall result in the payment of appropriate premium time to affected employees.

Section 5.2 Overtime

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day when the employee has 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. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.

Section 5.3 Overtime Equalization

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Section 5.4 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he or she

shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.5 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.6 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar

day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.7 Compensatory Time

Any banked overtime and/or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1 Current Holidays

a) Full-time hourly employees shall receive eight hours straight-time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday.

b) The benefits set forth in (a) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this

Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1 he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1 Amount

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
after 24 years	24 days
after 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3 Forfeit of Vacation

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days (**up to three **(3)** ~~such~~ ~~vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before

December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4 Employees Laid-Off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of**

discharge is entitled to the amount of vacation pay in their bank at the time of resignation. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate of Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Selection

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when

eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall

occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~Section 7.7 Reciprocity With Other Agencies~~

~~Any employee of the City of Chicago hired prior to April 9, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after April 9, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the~~

~~City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.8 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six** of their vacations days one or more days(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection)**. Such days(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the**

employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i) mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1 Definition

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) Unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to April 9, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after April 9, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first ~~six (6)~~ **twelve (12)** months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after ~~six (6)~~ **twelve (12)** months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary

employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2)** if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal**

employees who have worked without a break in service or who have worked more than twelve (12) consecutive months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.

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

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

(a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said

benefits shall be at no cost to employees and their eligible dependents.

(b) Employees who participate in the Employer medical care plan or an HMO shall make the following contributions toward their health care coverage, **based on the applicable percentage of their base salary, subject to the then-applicable salary cap:**

~~1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE+1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

	Single	**Employee + 1**	**Family**	**Salary Cap**
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
July 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
July 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

~~2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

(c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

(d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to

the grievance procedure provided for in the Agreement between the Employer and the Union.

(e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

(f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

(g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

(h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are

receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

i) Effective January 1, 2019, prescription drug benefits shall be subject to an annual deductible of $35 per household. Effective January 1, 2021, prescription drug benefits shall be subject to an annual deductible of $75 per household.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

a. Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

b. Appointment by the City and Coalition of a Co-Chair and Vice-Cochair as designated in the Trust Agreement.

c. Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

d. Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or the Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant

data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is

required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaries employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee

deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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; and

(4) due to a serious health condition affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.5 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to employee's entitlement to Duty Disability.

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will

mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up-to-date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with the subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Medical Leaves

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job/classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification

if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.7 Union Leave

The Employer shall grant request for leaves of absence for up to 1 employee for the purpose of service as Representative or officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the Employer. While on such leave the employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absences shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.8 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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
- Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to two (2) weeks paid parental leave for the birth of a child or children by 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.

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

Section 10.9 Sick Leave

Effective January 1, 1998 and thereafter, salaried employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i) mother, father, husband, wife, brother or sister (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. In the event an employee experiences a serious health condition within the meaning of the Family Medical Leave Act, ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the hospitalization and

recovery. Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearings, provided that said employee shall be guaranteed, upon a request, a full hearing before said Board in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has seven (7) days from receipt of the notice to appeal. If the employee does not file an appeal within the seven (7) day period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30 day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30 day notice period, (1) the Hearing Officer affirms the

discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event many the employee require the Employer to retain the employee on the payroll beyond the 30 day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that he/she is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the

employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not

use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 calendar days of the Employer being made aware of the alleged rule violation. For purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a pre-disciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police Board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee

petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this Agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the Employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the Employer may request in writing to the department head for review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of

discipline. Said review form shall be printed on the back of or attached to the notice or discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2.

Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4.

If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of Sections 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - Immediate Supervisor

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union Representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee, within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the

requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second Step, the Union or the Employer may request final and

binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders, shall be cause for discipline.

Step III - Arbitration

If the matter is not settled in Step II, the Union or the Employer, but not an individual employee or employees, may

submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the

Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party

Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any

rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/Union at Step II.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance

under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her

administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of

any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section 11.4, shall be suppressed

and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2)(b)(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector

General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1 No Strikes

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party

conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2 Union Efforts

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3 Discipline

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4 No Lockout

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3 and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or 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 the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

The City and the Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

Section 13.2 Fair Share

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3 Right of Non-Association

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4 Condition of Employment

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Deck Hand is on

vacation, a Marine Pilot shall not be assigned as a replacement Deck Hand. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this

Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be

afforded to all employees of the Employer without change during the term of this Agreement.

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a) Plan (or any similar successor Plan agreed to by the Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to that employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the

proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected Employees.

Section 14.6 Safety

The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

In furtherance of those efforts, a City joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee as to the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected

Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presents the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit,, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll Period**
- **Payroll Number**
- **Employee Number**
- **Name**
- **Title Code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e., address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured file transfer protocol (SFTP) available to the Union to receive the information.

~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate,~~

~~status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable

the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.9 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the

Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.9.

Section 14.10 Filling of Permanent Vacancies

The Employer will post vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancy shall be posted for 14 days on the CAREERS website. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify the Union. Prior to the commencement of the selection process, the Employer will provide the Union with a list of qualified bidders.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents considered during the hiring process,

including documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notified by the Department Head and informed of the reasons for non-selection.

The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based on the employee's job performance at any time during that period that the successful bidder cannot perform the 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.

Section 14.11 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certifies that the employee is fit for duty, the employee may

elect or the Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through this process.

ARTICLE 15
LAYOFFS & RECALL

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job in the department. "Seniority" shall

mean, for purposes of this Section, the employee's continuous service in the job title (time-in-title).

Employees shall be recalled in reverse order they were laid off.

ARTICLE 16
SEPARABILITY

Section 16.1

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time.** ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 17
UNION REPRESENTATION

Section 17.1 Union Stewards

The Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance

procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union Stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for

purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statements

The City of Chicago's 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 City and the employees covered by this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 18.2 Definitions

(a) Alcohol: Ethyl alcohol

(b) Prohibited Items and 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer, job sites or work locations and over which the Employer 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 Cause: 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test

results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol;

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(iv) a random test may be required in accordance with the Federal regulations applicable to marine employers, and consistent with the applicable protocols and procedures established by the City for the random testing of employees holding commercial driver's licenses.

(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 from authorizing the test, he or she will be subject to termination.

(c) Drug and alcohol testing will be conducted by an independent laboratory accredited by the NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breath analyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal

workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

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

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not

used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

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

Section 18.5 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 the voluntary Employee Assistance Program.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at

least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and

concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Counsel and shall remain in full force and effect from said date to June 30, ~~2017~~**2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor Agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with

respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~**2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~**2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;

2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:

   (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

   (b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the

Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this

Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~Non-Prevailing Wage Rate Reopener~~

~~Four-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~Five-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the ____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO

By: _____

[EMS: Operating Engineers 150 - Deckhands]

OPERATING ENGINEERS 150, DECKHANDS

By: _____

_____

_____

_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

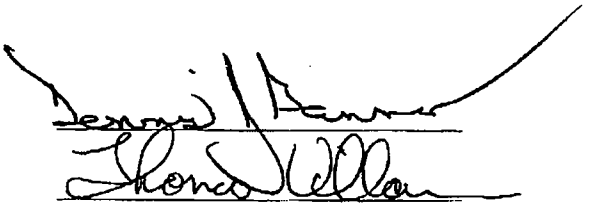
Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

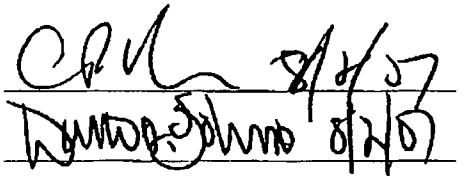
b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:



FOR THE CITY OF CHICAGO:



LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

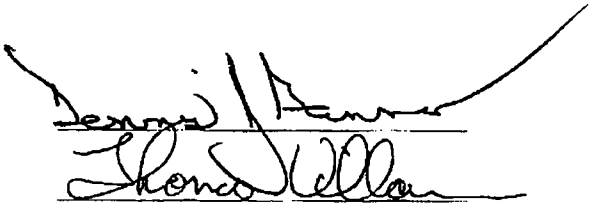
Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

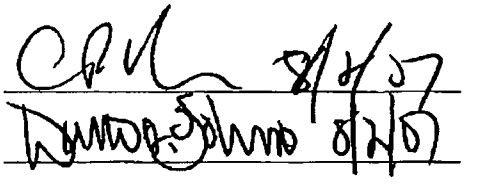
- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.

- Comprehensive Communication and Outreach Strategies.

FOR COUPE:



FOR THE CITY OF CHICAGO:



LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

FOR THE CITY OF CHICAGO:

COLLECTIVE BARGAINING AGREEMENT

Between

THE INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS - GREAT LAKES & RIVERS MARITIME REGION

And

CITY OF CHICAGO

Effective July 1, 2017
Through
June 30, 2022

Ratified by City Council on:

CITY OF CHICAGO
AGREEMENT WITH
THE INTERNATIONAL ORGANIZATION OF MASTERS,
MATES AND PILOTS - GREAT LAKES & RIVERS MARITIME REGION

TABLE OF CONTENTS

CITY OF CHICAGO
AGREEMENT WITH
INTERNATIONAL ORGANIZATION OF MASTERS,
MATES AND PILOTS - GREAT LAKES & RIVERS MARITIME REGION

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and The International Organization of Masters, Mates and Pilots - Great Lakes & Rivers Maritime Region (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Marine Engineer

Marine Pilot

Marine Pilot (Fire Boat)

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used

herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1 Management Rights

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations;

to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3 Grievance of Alleged Violation

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~**17**, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on

such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~**Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in

any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.5 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.6 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 or classification consistent with his own tenure for all such time from the first

day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.

The time limits for acting into higher rated jobs shall not exceed one hundred eighty (180) days, except where a regular incumbent is on leave of absence, in which case the time limit for acting into such position may not exceed one (1) year, and no individual employee can act up into that position for more than ninety (90) days. The time limits may be extended by mutual agreement of the parties. If the one hundred eighty (180) day limit is extended to one (1)year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee. To the extent that the Employer continues to require the performance of the duties of the higher rated job beyond the time limits set forth herein, the position shall be treated as a "permanent vacancy" within the meaning of Section - of this Agreement and the Employer shall post and fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.

Section 4.7 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the

payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's

complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The

Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 5
HOURS OF WORK AND OVERTIME

Section 5.1 The Work Week

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week. **All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.**

Section 5.2 Water Department Work Week

The normal work week shall consist of 5 consecutive 8-hour days Monday through Friday and 2 consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

Section 5.3 Fire Department Work Week

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 p.m.

Saturday) Sunday and ending at 12:00 midnight the following Sunday. The Employer will continue the current schedule of hours of work.

Section 5.4 Overtime-Water Department

All work performed by employees in the Water Department in excess of 40 hours worked per week; or in excess of 8 hours worked per day when the employee has 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 on the seventh consecutive day worked, shall be paid for at two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments.

Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.5 Overtime-Fire Department

Marine Pilots shall receive overtime pay at the rate of time and one-half (1-1/2) for all work performed beyond their regularly scheduled hours consisting of thirty (30) minutes or more. Such employees shall receive pay at the overtime rate for one (1) hour. Work consisting of more than one (1) hour shall be paid in one-half (1/2) hour increments. The City's

managerial rights to make and enforce rules regarding employment lateness or other gratuitous and/or informal periods of time off during regular working hours are reserved.

A Marine Pilot who is required to work 48 consecutive hours because of a furlough will be compensated at the straight time rate.

~~Employees~~ **Marine Pilots are** exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section, **however Marine Pilots will be paid overtime in the manner described above and pursuant to past practice.** There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.6 Overtime Distribution

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Section 5.7 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay

under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.8 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.9 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time

spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.10 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1

(a) Full time hourly employees shall receive eight hours straight time pay for the holidays set forth below:

1. New Year's Day

2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

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

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

(d) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and

shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1 he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If a full-time hourly employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

If a calendar holiday as specified falls on a full-time salaried employee's normal day off, such employee shall receive his normal week's pay.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Section 6.5 Determining Work Days As Holidays

A holiday is the calendar day running from midnight to midnight. An employee whose workday extends over parts of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

ARTICLE 7
VACATIONS

Section 7.1(a)

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service Prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.1(b)

An employee in the Fire Department covered by this Agreement shall be granted an annual paid vacation of ten (10) duty days.

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days** (up to three **(3)** ~~such vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided**

for under this Agreement. ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4 Employees Laid-Off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement.

In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate of Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Selection

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel

an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~**Section 7.7 Reciprocity with Other Agencies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation~~

~~District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.8 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six (6)** of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection)**. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be**

charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible

to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1 Definition

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee,

or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first **twelve (12)** ~~six (6)~~ months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after **twelve (12)** ~~six (6)~~ months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2)**

if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.**

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

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

(a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

(b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage **based on the applicable percentage of their base salary (not including overtime) limited by the salary cap:**

	Single	Employee +1	Family	Salary Cap
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765%**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
Jan. 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
Jan. 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

~~(1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

ANNUAL SALARY	SINGLE 1.0281%	EMPLOYEE +1 1.5797%	FAMILY 1.9705%
Up to $30,000	12.50	19.00	22.00
$30,001	12.85	19.75	24.63
$40,000	17.14	26.33	32.84
$50,000	21.42	32.91	41.05
$60,000	25.70	39.49	49.26
$70,000	29.99	46.07	57.47
$80,000	34.27	52.66	65.68
$89,999	38.55	59.24	73.89
$90,000 +	38.60	59.30	73.95

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

(2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:

ANNUAL SALARY	SINGLE 1.2921%	EMPLOYEE+1 1.9854%	FAMILY 2.4765%
Under $30,000	$15.71	$23.88	$27.65
$30,001	$16.15	$24.82	$30.96
$40,000	$21.54	$33.09	$41.28
$50,000	$26.92	$41.36	$51.59
$60,000	$32.30	$49.64	$61.91
$70,000	$37.69	$57.91	$72.23
$80,000	$43.07	$66.18	$82.55
$90,000	$48.45	$74.45	$92.87
$100,000	$53.84	$82.73	$103.19

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

Effective January 1, 2019, prescription benefits shall be subject to an annual deductible of $35 per Employee (one annual deduction per household).

Effective January 1, 2021, prescription benefits shall be subject to an annual deductible of $75 per Employee (one annual deduction per household).

(c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

(d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

(e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

(f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

(g) The current practice permitting employees to use vacation or other time due during an illness in order to keep

his/her insurance in effect shall continue for the term of this Agreement.

(h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to ~~create~~ **maintain** 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

(a) Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

(b) Appointment by the City and Coalition of a Co-Chair and Vice-Co-chair as designated in the Trust Agreement.

(c) Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

(d) Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions bargaining units) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the

feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not

to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of

absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the **serious health condition.** ~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with the subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to the employee's entitlement to Duty Disability.

Section 10.6 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to

their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.7 Medical Leaves

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job/classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same

geographic location of his or her previous job assignment for a period up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State,

District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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**

- **Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or**
- **Up to two (2) weeks paid parental leave for the birth of a child or children by 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.**

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1 Disciplinary Action

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the

Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has seven (7) days from receipt of the notice to appeal. If the employee does not file an appeal within the seven (7) day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day

notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the employer to retain the employee on the payroll beyond the 30-day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and

notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 11.1(c) shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a stating of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee

who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 days of the employer being made aware of the allege rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1. Within 5 working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspension of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employer may request in writing to the department head for review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice or discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2. Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employee's request for review, the department

head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so

notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4. If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in Section 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of Sections 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a

grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - Immediate Supervisor

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the

employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union Representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the

Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or

employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to

follow instructions or orders, shall be cause for discipline.

Step III - Arbitration

If the matter is not settled in Step II, the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate, to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party.

Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this

Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the Union at Step II or Step III.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-

established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a

representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges

against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than

ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking

first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1 No Strikes

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2 Union Efforts

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3 Discipline

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4 No Lockout

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3, and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The City and Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize

voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

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

Section 13.2 Fair Share

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3 Right of Non-Association

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4 Condition of Employment

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain

his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be

performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Marine Pilot is on vacation, a Tug Fireman shall not be assigned as a replacement Marine Pilot. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by

assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11.3 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11.3 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

The City agrees to provide representatives from Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected Employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting

employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee concerning the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presented the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also

have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll period**
- **Payroll Number**
- **Employee number**
- **Name**
- **Title code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e. address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured transfer protocol (SFTP) available to the Union to receive the information. ~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the

Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.9 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will

increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.9.

Section 14.10 Filling of Permanent Vacancies

The Employer shall determine if there is a permanent vacancy to be filled, and at any time before said vacancy is filled, whether or not said vacancy shall be filled.

~~**The Employer will post vacancy announcements for fourteen (14) days, and provide the Union with a copy of the announcement at the time it is posted.**~~

The Employer will post vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted for fourteen (14) days on the CAREERS WEBSITE. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify. Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders.

Qualified bargaining unit employees shall be given an opportunity to bid on permanent vacancies declared by the Employer. The Employer shall select the most qualified applicant. In making selections, the Employer shall give preference to bargaining unit applicants over non-bargaining unit applicants, except where non-bargaining unit applicants have demonstrably greater skill and ability to perform the work required. In making a selection between two or more bargaining unit applicants who are relatively equally qualified, the Employer shall select the most senior bidder. For purposes of this Section, seniority shall be determined by the employee's total service in any bargaining unit title(s).

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notifies by the Department Head and information of the reason for non-selection.

The successful bidder for any job under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period to believe that the successful bidder cannot perform the 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.

Section 14.11 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant

limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through the process.

ARTICLE 15
LAYOFFS/RECALL

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job, in the department. "Seniority" shall mean, for purposes of this Section, the employee's service in the job title (time-in-title). Employees shall be recalled in the reverse order they were laid off.

ARTICLE 16
SEPARABILITY

Section 16.1

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time.** ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 17
UNION REPRESENTATION

Section 17.1 Union Representatives

The Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union Stewards, shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union Stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the

formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

The City proposes to add the following new provision to all Agreements:

Section 18.1 Policy Statement

The City of Chicago's 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 moral and productivity, all of which creates an undue burden on the persons which the City and the employees covered by this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 health work environment for all employees, the following drug and alcohol program is also established.

Section 18.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer job sites or work locations and over which the Employer 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 Cause: erratic or unusual behavior by and 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence or drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has a reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 independent laboratory accredited but NIDA or any successor

agency, and may consist of either blood or urine test, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for testing. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

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

Section 18.5 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 the voluntary Employee Assistance Program.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with

CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain

collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes

in health insurance benefits that becomes law and is effective during the term of this Agreement;

2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:

   (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

   (b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost

increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order

to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~**Non-Prevailing Wage Rate Reopener**~~

~~**Four-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~**Five-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012~~

~~regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO **I.O.M.M.P**

By: _____ By: _____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:	**FOR THE CITY OF CHICAGO:**
_____	_____
_____	_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.
- Comprehensive Communication and Outreach Strategies.

FOR COUPE: **FOR THE CITY OF CHICAGO:**

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

COLLECTIVE BARGAINING AGREEMENT

Between

POINTERS, CLEANERS AND CAULKERS UNION LOCAL 52

And

CITY OF CHICAGO

Effective July 1, 20~~0~~17

Through

June 30, 201~~7~~22

Ratified by City Council on: ~~December 12, 2007~~ ,2018

CITY OF CHICAGO
AGREEMENT WITH
POINTERS, CLEANERS AND CAULKERS UNION
LOCAL 52

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CITY OF CHICAGO
AGREEMENT WITH
POINTERS, CLEANERS AND CAULKERS UNION
LOCAL 52

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and Local 52, Pointers, Cleaners and Caulkers Union (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Tuck Pointer

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to ensure maximum efficiency of operations; to establish and enforce fair production standards; and to

determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely affect the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the Union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~17, employees covered by this agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~17, through the period ending June 30, 20~~17~~22,

the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 – 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~Section 4.4 – Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in

any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.5 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.6 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.

The time limits for acting into higher rated jobs shall not exceed one hundred eighty (180) days, except where a regular incumbent is on leave of absence, in which case the time limit for acting into such position may not exceed one (1) year, and no individual employee can act up into that position for more than ninety (90) days. The time limits may be extended by mutual agreement of the parties. If the one hundred eighty (180) day limit is extended to one (1) year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee. To the extent that the Employer continues to require the performance of the duties of the higher rated job beyond the time limits set forth herein,

the position shall be treated as a "permanent vacancy" within the meaning of Section - of this Agreement and the Employer shall post and fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.

Section 4.7 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period

for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations

with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 5
HOURS OF WORK

Section 5.1

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of five (5) consecutive 8-hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 p.m. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal work day shall begin at 8:00 a.m. and end at 4:30 p.m. as determined by the Employer.

Notwithstanding the foregoing, it is agreed that the Employer may change the established starting time of the Monday through Friday work day for a department, bureau, work unit, crew or individual upon fourteen (14) days written notice to the Union and affected employees, and discussion with the Union. Said starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without agreement by the Union. Failure to comply with this provision

shall result in the payment of appropriate premium time to affected employees.

Section 5.2 Overtime

Overtime and premium pay for employees shall be defined and paid in accordance with the historical and traditional practices of employers and the Union pursuant to the applicable collective bargaining agreement which is negotiated in the private sector and which historically and traditionally governs said payment. The Union shall certify and provide evidence to the Employer of said overtime and premium definitions and rates as described above.

All work performed after eight (8) hours worked in any 24 hour period shall be considered overtime and paid for at the rate of one and one-half (1 1/2) times the regular straight time hourly rate of pay provided the employee completes the normal work week or is absent with the Employer's permission. Work performed on Saturday, when Saturday is not part of the employee's regular work week; or the sixth consecutive day worked, shall be paid for at one and one-half (1 1/2) times the regular hourly rate of pay for the first eight hours of overtime work; all other overtime work shall be paid for at two (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. Such overtime shall be computed on the basis of

completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.

Section 5.3 Overtime Equalization

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Section 5.4 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay

under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four(4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.5 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.6 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.7 Compensatory Time

Any banked overtime and/or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the

form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1

(a) Full time hourly employees shall receive eight hours straight time pay for the holidays set forth below:

1. New Years Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

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

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's

option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

(d) The benefits set forth in (a),(b) and (c) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of

two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the

department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility.

Continuous Service Prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employee separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employee who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3 Forfeit of Vacation

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days (**up to three **(3)** ~~such~~ ~~vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before

December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4 Employee Laid Off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate of Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Selection

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who

can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal

work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~**Section 7.7 Reciprocity With Other Assemblies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while~~

~~working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.8 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six** of their vacations days one or more days(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection)**. Such days(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be**

charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i) mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days

as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

1) absences without leave
2) absences due to suspension

3) unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first ~~six (6)~~ **twelve (12)** months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after ~~six (6)~~ **twelve (12)** months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary

employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2)** if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a

break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have worked more than twelve (12) consecutive months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.**

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

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said

benefits shall be at no cost to employees and their eligible dependents.

b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage, **based on the applicable percentage of their base salary, subject to the then-applicable salary cap:**

~~1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE+1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

	Single	**Employee + 1**	**Family**	**Salary Cap**
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
July 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**

July 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

~~2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

c) The benefits provided herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to

the grievance procedure provided for in the Agreement between the Employer and the Union.

e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any

other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

i) Effective January 1, 2019, prescription drug benefits shall be subject to an annual deductible of $35 per household. Effective January 1, 2021, prescription drug benefits shall be subject to an annual deductible of $75 per household.

Section 9.2 Joint Labor Management Cooperation Committee on Health Care

The City of Chicago 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

a. Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

b. Appointment by the City and Coalition of a Co-Chair and Vice-Co-chair as designated in the Trust Agreement.

c. Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

d. Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or the Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14)

calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediately family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i) mother, father, husband, wife, brother or sister (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** In the event an employee **experiences a serious health condition within the meaning of the**

Family Medical Leave Act, ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the hospitalization and recovery. Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leave shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee. Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the

employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the Employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.6 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in

accordance with, and subject to, the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to employee's entitlement to Duty Disability.

Section 10.7 Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a

period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant requests for leaves of absence for up to employees for the purpose of service as Laborer Representative or officer with the International, State District Council, or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the Employer. While on such leave the employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before

taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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
- Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to two (2) weeks paid parental leave for the birth of a child or children by 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.

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee

shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 7 days from receipt of the notice to appeal. If the employee does not file an appeal within the 7-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed.

The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent

documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court

of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1. Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the Employer has had a reasonable

opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employee may request in writing to the department head for review of said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice of discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2. Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required.

The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union. In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 days of the Employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second

meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4. If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of Sections 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the

circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - IMMEDIATE SUPERVISOR

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in

letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union Representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department

Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process

and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A

class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief

requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection

and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party.

Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from,

or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/union at Step II.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable

laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees

covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her

administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of

any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary

action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as

follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or

take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protest Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union

further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3 and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or 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, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

The City and the Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or

authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain

his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Tuck Pointer is on vacation, a Carpenter shall not be assigned as a replacement Tuck Pointer. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing

herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11.3 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11.3 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only

which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a) Plan (or any similar successor Plan agreed to by the Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each

employee in those same years to that employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected Employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this Agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee concerning the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presents the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll Period**
- **Payroll Number**

- **Employee Number**
- **Name**
- **Title Code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e., address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured file transfer protocol (SFTP) available to the Union to receive the information.

~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career~~

~~Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Transfers

The current practice in regard to transfer between departments will continue, provided that both Department Heads are in agreement.

Section 14.9 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and

shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.10 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will

increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.10.

Section 14.11 Filling of Permanent Vacancies

The Employer will post vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic

posting. Said vacancy shall be posted for 14 days on the CAREERS website. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify the Union. Prior to the commencement of the selection process, the Employer will provide the Union with a list of qualified bidders.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents considered during the hiring process, including documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notified by the Department Head and informed of the reasons for non-selection.

The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to

demonstrate that he/she can perform the job. If the Employer has just cause based on the employee's job performance at any time during that period that the successful bidder cannot perform the 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.

Section 14.12 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certifies that the employee is fit for duty, the employee may elect or the Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on

a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through this process.

ARTICLE 15
LAYOFF AND RECALL

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job in the department. "Seniority" shall mean, for purposes of this Section, the employee's service in the job title (time-in-title).

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the department, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order in which they were laid off.

ARTICLE 16
SEPARABILITY

Section 16.1

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time.** ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 17
UNION REPRESENTATION

Section 17.1 Union Stewards

The Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not

unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union Stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2

The Union shall have the right and responsibility to represent the interest of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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 change or set rules of access, provided that any

change in current practices must be reasonable and subject to the grievance procedure.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's 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 of 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 City and the employees covered by this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the Employer 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 18.2 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, and employee on the job or the premises of the Employer.

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

(d) Employees: 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 Cause: 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or

distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 independent laboratory accredited by NIDA or any successor agency, and may consist of either blood or urine tests, or both.

The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively established that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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, or any employee.

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

Section 18.5 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 the voluntary Employee Assistance Program.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at

least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and

concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, 20~~17~~**22**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~**2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~**2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;

2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:

   (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in~~

~~the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~Non-Prevailing Wage Rate Reopener~~

~~Four-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an~~

~~across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~Five-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other~~

~~party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO	**POINTERS, CLEANERS AND CAULKERS UNION LOCAL 52**
By: _____	By: _____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

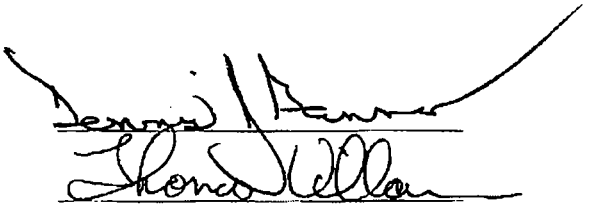
Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

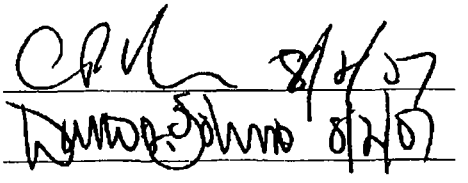
b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:



FOR THE CITY OF CHICAGO:



LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER
HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.
- Comprehensive Communication and Outreach Strategies.

FOR COUPE:

FOR THE CITY OF CHICAGO:

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole

remedies in the Award. In addition, if such an agreement is not reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

FOR THE CITY OF CHICAGO:

COLLECTIVE BARGAINING AGREEMENT

Between

~~NATIONAL CONFERENCE OF FIREMEN & OILERS, LOCAL NO. 7~~

Service Employees International Union, Local 1 Firemen and Oilers Division

And

CITY OF CHICAGO

Effective July 1, ~~2007~~ 2017
Through
July 31, ~~2017~~ 2022

Ratified by City Council on:

CITY OF CHICAGO
AGREEMENT WITH
~~**NATIONAL CONFERENCE OF**~~
~~**FIREMEN & OILERS, LOCAL NO. 7**~~

Service Employees International Union, Local 1 Firemen and Oilers Division

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CITY OF CHICAGO
AGREEMENT WITH
~~**NATIONAL CONFERENCE OF**~~
~~**FIREMEN & OILERS, LOCAL NO. 7**~~

Service Employees International Union, Local 1 Firemen and Oilers Division

AGREEMENT

This Agreement including Addendum A, is entered into by and between the CITY OF CHICAGO, an Illinois Municipal Corporation (hereinafter called the "Employer") and the ~~NATIONAL CONFERENCE OF FIREMEN & OILERS, LOCAL NO. 7~~ **Service Employees International Union, Local 1 Firemen and Oilers Division** (hereinafter referred to as the "Union") for the purpose of establishing, through the process of collective bargaining certain provisions covering wages and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Stationary Fireman

Boiler Washer

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The "employee" as used

herein, refers to the two above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly exclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to

establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by specific provision of this Agreement.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

ARTICLE 3
HOURS OF WORK

Section 3.1 The Workday and Work Week

The normal work week shall consist of five consecutive days of eight hours each, beginning on Monday and ending on Friday. For shift positions requiring a seven day continuous operation,

the work week shall be a regular recurring 7 day period. The starting time of employees shall be between the hours of 6 to 8 a.m., 2 to 4 p.m. or 10 p.m. to 12 p.m. as determined by the Employer. Other starting times are permissible upon reasonable prior notice to, and upon request, discussion with the Union, and the approval of the Director of Labor Relations. Such changes shall not be made for arbitrary or capricious reasons. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Section 3.2 Overtime

For an employee who has an excused absence or absence due to illness and who works less than forty (40) hours in any work week, all work performed after eight (8) hours worked in any 24 our period shall be considered overtime and paid for at the rate of time and one-half the hourly rate.

All work performed over forty (40) hours worked in the normal work week shall be considered overtime and paid for at one and one-half (1-1/2) times the regular hourly rate.

All employees who are scheduled on a seven day continuous operation work week will be paid at straight time for Saturday, providing it is part of their normal work week. Employees working on a Monday through Friday schedule will be paid at the rate of time and one-half for Saturday work. Employees working other than a Monday through Friday schedule will be paid at time and one-half for all hours worked on the sixth day of their work week.

Commencing November 1, 1988, employees, who are scheduled on a seven day continuous operation work week and who work a sixth consecutive day in the Employer's work week as part of the regular work schedule, may elect to receive eight (8) hours compensatory time plus four (4) hours of pay at the regular straight time hourly rate of pay in lieu of one and one-half (1 1/2) times the regular straight time hourly rate of pay. Accumulation and use of any such earned compensatory time shall be limited to one hundred and twenty (120) hours.

All employees who are scheduled on a seven day continuous operation work week will be paid at straight time for Sunday, providing it is part of their normal work week. Employees working on a Monday through Friday schedule will be paid at a rate of two times their hourly rate for Sunday work. Employees working other than a Monday through Friday schedule will be paid at double time for all hours worked on the seventh day of the work week. Employees required to work a seventh consecutive day in a normal work week will be paid two (2) times their hourly rate for all hours worked on such seventh day.

There shall be no pyramiding of overtime. An employee shall not be paid twice for the same hours of work. No shift employee is subject to work more than two (2) shifts in any twenty-four (24) hour period. It is the immediate supervisor's responsibility to provide bargaining unit relief after sixteen (16) hours. **All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.**

Section 3.3 Early Call-In

If an employee is called in to work earlier than his/her normal starting time, the employee will be allowed to work his/her regular shift hours following such call-in, unless the employee is prevented from working for reasons beyond the control of the Employer.

Section 3.4 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 3.5 No Schedule Changes to Avoid Overtime

The Employer will not change an employee's normal work week or normal work day for the purpose of avoiding payment of overtime or holiday pay. It is understood that work forces may be reduced on holidays without change in schedule.

Section 3.6 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his

or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 3.7 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar.

Section 3.8 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160

hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 4
HOLIDAYS

Section 4.1 Current Holidays

(a) Full time hourly employees shall receive eight hours straight time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) The benefits set forth in (a) above shall be paid provided the employee is in pay status the full scheduled work

day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 5 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

Section 4.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 4.1, he/she shall be paid at the rate of

two and one-half (2-1/2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 4.1, such employee shall be paid eight hours at straight time for such holiday.

If a calendar holiday as specified in Section 4.1 falls on the employee's normal day off, such employee shall receive his/her normal week's pay in addition to eight hours holiday pay at straight time.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 4.3 Determining Work Days as Holidays

A holiday is the calendar day running from midnight to midnight. An employee whose workday extends over parts of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 4.4 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 4.5 Holiday Observance

Except for employees whose regularly scheduled work week includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holidays; said

holidays which fall on Sunday will be observed the Monday after the holidays. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled work day immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 5
VACATIONS

Section 5.1 Amount

Employees shall be eligible for paid vacations as of January of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	8 days
14 years or more	23 days
after 24 years	24 days
after 25 years	25 days

Section 5.2 Pro Rata Vacations

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 5.1 above and will be paid on a supplemental payroll as soon as practicable following the last day worked. Any fraction is rounded off to the nearest whole number of days.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 5.3

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days** (up to three **(3)** ~~such vacation~~ days **of accrued and unused vacation days for employees**

with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service) for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 5.4 Employees Laid-Off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 5.5 Rate of Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in affect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 5.6 Selection

Vacation picks will be granted by classification seniority among the employees in the same work location, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the

calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the

cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

Section 5.7 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six (6)** of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection)**. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.**

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

~~**Section 5.8 Reciprocity With Other Agencies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of~~

~~Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

ARTICLE 6
CONTINUOUS SERVICE

Section 6.1 Definition

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or

2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 6.2 Interruption In Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 6.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago~~

~~Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 6.4 Break In Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 6.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first **twelve (12)** ~~six (6)~~ months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after **twelve (12)** ~~six (6)~~ months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2)** if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary

period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 6.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.**

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

Section 6.6 Seasonal Employment

A seasonal employee is an employee who is employed in a job title for a period not to exceed 180 calendar days for temporary work related to or caused by seasonal needs. Such appointments shall expire automatically at midnight on the 180th day. Such

employees may be reappointed for temporary work related to or caused by seasonal needs, with the written concurrence of the Budget Director and Commissioner of Personnel, to an additional thirty-day term which shall expire at midnight of the 30th day. One further said thirty-day reappointment for the same purposes may be made upon similar Budget Director and Commissioner of Personnel approval. The Employer shall notify the Union of the number and job titles of any such reappointments. It is understood and agreed that the hiring and retention of seasonal employees shall be at the discretion of the Employer.

Seasonal appointees shall not become Probationary Career Service or Career Service employees by virtue of length of service in a seasonal appointment.

Seasonal employees shall not be eligible for holidays, vacations, sick leave for salaried employees, vision care, dental, life and accident benefits, bereavement pay or jury duty, but will be provided with group health insurance under the same eligibility and conditions as other employees covered by this Agreement, except that elective medical care and pre-existing conditions, as those terms are defined in the standard group insurance policy, shall be excluded.

Seasonal employees shall be compensated at the same rate as career service employees. Seasonal employees may be disciplined or discharged as exclusively determined by the Employer and such

Employer action shall not be subject to the grievance procedures.

Seasonal employees shall be eligible for recall to seasonal positions in which they have accumulated either (a) four (4) months of said seasonal service during the 1984-85 winter season, or (b) five (5) months of said seasonal service from and after July 1, 1983, provided that such employees:

(1) shall not have received a negative evaluation during their last seasonal appointment and shall not have received (a) more than one written warning or (b) a disciplinary suspension in any Employer position;

(2) shall be available, fit for duty and subject to the same pre-employment screening procedures as are new applicants for employment when recalled, and shall have the present ability without further training to immediately perform the duties of the position to which they are recalled;

(3) shall not refuse recall. Upon recall, the employee shall promptly notify the Employer of his/her desire to return to work and shall be available to report for employment within seventy-two (72) hours of said notice or the employee shall be deemed to have refused recall;

(4) shall have been recalled within one year of the expiration of their last seasonal employment; and

(5) shall not have resigned or incurred a break in service during a period of appointment.

Employees who do not meet and continue to meet all of the five (5) conditions stated above, shall have their names permanently removed from the recall list.

Evaluations shall not be subject to the grievance procedure, except that the Employer shall not, after January 1, 1985, give a seasonal employee a negative evaluation for an arbitrary or capricious reason for the purpose of preventing the employee from becoming eligible for recall under this Section, and, only to that limited extent may such Employer action be subject to grievance.

A seasonal employee who is hired on an annual recurring basis within one year of his/her last termination; and who accumulates twelve (12) months of said seasonal service from and after July 1, 1983, shall not be a career service employee but shall receive the benefits under this Agreement which are given to probationary employees.

Effective January 1, 2001, a seasonal employee who is hired on an annual recurring basis within one year of his/her last termination, and who accumulates 12 months of said seasonal service, shall receive the benefits under this Agreement which

are given to career service employees, and shall remit full contributions toward their health care coverage.

Effective January 1, 2001, seasonal employees with less than 12 months of seasonal service will continue to receive their current benefit package, but will pay a pro-rata share of the full contribution toward their health care coverage. The amount of that contribution shall be approximately 90% of the employee medical contribution for career service employees.

Effective upon ratification, in the event the Employer intends to impose a disciplinary suspension with respect to a seasonal employee with at least five (5) years of seasonal service, as defined herein, and where the suspension would result in a loss of pay for the employee, 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. At the meeting the Employer will notify the employee and the Union of the contemplated disciplinary action and the reason(s) underlying it. The employee and the Union will be given the opportunity to respond to the accusations at the meeting. This meeting shall be informal and there shall be no witnesses present unless both parties agree. The Employer may, at its option, conduct further investigation after this meeting. In the event discipline is

imposed it shall not be subject to the grievance procedure, as nothing in this provision shall be deemed as altering the non-Career Service status of seasonal employees. This provision shall not apply where the suspension is the result of application of progressive discipline for violation of the Employer's time and attendance policies, provided that the Employer shall, upon request, provide the Union with copies of the employee's time and attendance record.

Upon request by either party made after one year from the date of ratification of this Agreement, the parties shall meet to discuss any proposed changes to this Section 6.6.

ARTICLE 7
SENIORITY - TRANSFER AND LAYOFFS WITHIN THE BARGAINING UNIT

Section 7.1 Policy

The Employer agrees to abide by the seniority rules herein. In the event of layoff, bargaining unit seniority in the affected classification (also known as time-in-title) shall prevail, provided the remaining employees have the skill, ability, knowledge and efficiency to perform the Employer's required work, and further provided, that there is not a negative effect on the effort to insure equal employment opportunities consistent with Article 16 of this Agreement. In the event the Employer recalls employees after a layoff, the employees will be recalled in the reverse order of that in which they were laid off.

Further, the Employer will hire no new employees if any bargaining unit employees are on layoff status and do not suffer a break in service, as such laid off employee or employees are qualified to do the Employer's required work.

Seniority means the length of continuous service of any employee in the bargaining unit covered by the Agreement from the date of his/her last hire in the bargaining unit.

Section 7.2 Vacancies Within Classification

When a permanent bargaining unit vacancy occurs, the Employer shall first offer the position to employees in the same classification at the job location where the vacancy exists without regard to transfer requests. The Employer shall select the employee at the job location who has requested such vacancy with the greatest bargaining unit seniority, provided the employee has the skill, ability, knowledge and efficiency to perform the Employer's required job duties of the said vacant job.

After the shift vacancies have been filled in accordance with the above paragraph, the remaining classification vacancies shall be filled by the most senior employee in the bargaining unit who has a transfer request on file, with the Department where the vacancy occurs on the prescribed Employer form prior to such vacancy, provided the employee has the skill, ability, knowledge and efficiency to perform the Employer's required job duties of the said vacant job. The employee shall receive a time stamped copy of such transfer request and the Department shall keep a list of all transfer requests which will be

available to the Union. Employees filing multiple requests and accepting a transfer shall only be allowed a single transfer in the six (6) month period.

If no said employee has a transfer request on file, the vacancy shall be filled first by the most senior employee in the bargaining unit on layoff status who the Employer finds to be qualified for the job and second by hiring a new employee.

Section 7.3 Posting and Bidding

The Employer shall determine if there is a permanent vacancy to be filled, and at any time before said vacancy is filled, whether or not said vacancy shall be filled.

The Employer will post vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted for fourteen (14) days on the CAREERS WEBSITE. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify. Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders.

Qualified bargaining unit employees shall be given an opportunity to bid on permanent vacancies declared by the Employer. In making selections, the Employer shall give preference to bargaining unit applicants over non-bargaining unit applicants, except where non-bargaining unit applicants have demonstrably greater skill and ability to perform the work. In making a selection between two or more bargaining unit applicants who are equally qualified, the Employer shall select the most senior bidder.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notifies by the Department Head and information of the reason for non-selection.

The successful bidder for any job under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer

has just cause based upon the employee's job performance at any time during that period to believe that the successful bidder cannot perform the 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.

Section 7.4 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the

independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through the process.

ARTICLE ~~4~~ 8
WAGES

Section 8.1 Prevailing Wage Rates

Effective July 1, 20~~0~~17, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 8.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~17, through the period ending June 30, 20~~17~~22, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 8.1 above and as set forth in Appendix A. In the event

the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 8.3 Non-Prevailing Wage Rates ~~**Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)**~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 - 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 - 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 - 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 - 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 - 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 - 3.5%~~

~~**Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized

employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 8.4 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 8.5 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll

period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4)

representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

Section 8.6 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned. The time limits for ~~such individual assignments to~~ **acting into higher-rated jobs shall not exceed one hundred eighty (180) days** ~~be ninety (90) days~~, except where a regular incumbent is on leave of absence, in which case the time limit **for acting into**

such position may not exceed one (1) year ~~be six (6) months~~ **and no individual employee can act into that position for more than ninety (90) days.** The time limits may be extended by mutual agreement of the parties. **If the one hundred eighty (180) day time limit is extended to one year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee.** To the extent the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits set forth herein, the ~~assignment~~ **position** shall be treated as a "permanent vacancy" within the meaning of Section 14.10 of this Agreement~~,~~ and **the employer** shall ~~be subject to the applicable~~ **posting** and **fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.**

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

(a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

(b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage **based on the applicable percentage of their base salary (not including overtime) limited by the salary cap:**

	Single	**Employee +1**	**Family**	**Salary Cap**
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765%**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
Jan. 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
Jan. 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

~~(1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE +1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

~~(2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

Effective January 1, 2019, prescription benefits shall be subject to an annual deductible of $35 per Employee (one annual deduction per household).

Effective January 1, 2021, prescription benefits shall be subject to an annual deductible of $75 per Employee (one annual deduction per household).

(c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard

provisions of insurance policies between Employers and insurance companies.

(d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

(e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

(f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

(g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

(h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any

other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to ~~create~~ **maintain** 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust

Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

(a) Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

(b) Appointment by the City and Coalition of a Co-Chair and Vice-Co-chair as designated in the Trust Agreement.

(c) Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

(d) Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement

with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions bargaining units) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the

current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step

or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer

with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where

the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-**

law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the **serious health condition.** ~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such

denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement. The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to the employee's entitlement to Duty Disability.

Section 10.6 Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be

reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

Paid Parental Leave: 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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. Eligible employees may be granted the following paid parental leaves, in conjunction with and as a 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
- Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to two (2) weeks paid parental leave for the birth of a child or children by 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.

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearings, provided that said employee

shall be guaranteed, upon a request, a full hearing before said Board in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has seven (7) days from receipt of the notice to appeal. If the employee does not file an appeal within the seven (7) day period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30 day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30 day notice period, (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event many the employee require the Employer to retain the employee on the payroll beyond the 30 day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall

be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfers shall not be part of an employee's discipline. In cases of oral warnings, the supervisor shall inform the employee that he/she is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify his/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 days of the Employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police Board is

reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1 Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the Employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employee may request in writing to the Department Head for review of said

disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice of discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2 Within three (3) working days or any mutually agreed upon extension after the Department Head or designee receives the employee's request for review, the Department Head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The Department Head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3 Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The Department Head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4 If the matter is not settled at Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules govern procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of Sections 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - IMMEDIATE SUPERVISOR

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form,

employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify

the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the

Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following

instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any

rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/union at Step II.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable

laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The

expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment,

normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance

concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the

Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of

paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1 No Strikes

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delay of work of any kind.

Section 12.2 Union Efforts

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event

any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3 Discipline

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4 No Lockout

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3, and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The City and Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

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

Section 13.2 Fair Share

It if further agreed that 30 days after the later of the execution of this Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted or on a monthly or quarterly basis as directed by the Union under terms and procedures as shall be agreed upon in negotiations between the Employer and Union. It is understood that the amount of deduction from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3 Right of Non-Association

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4 Condition of Employment

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the

jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another local union of the Coalition shall not perform the work of said employees. For example, if a truck driver is on vacation, a plumber shall not be assigned as a replacement truck driver. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right

to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have

the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek

review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

The City agrees to provide representatives from Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-

Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Section 14.5 Access By Union Representatives

Duly authorized Officials of the Union will be permitted at reasonable times to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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 whether or not such rules are reasonable shall be subject to the arbitration procedure of the agreement.

Section 14.6 Stewards

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided

that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 14.7 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a City joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and

health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee concerning the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presents the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also

have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.8 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the

Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.9.

Section 14.9 Information to Union

The Employer will provide to the Union Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:

- **Payroll period**
- **Payroll Number**
- **Employee number**
- **Name**
- **Title code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e. address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured transfer protocol (SFTP) available to the Union to receive the information.

ARTICLE 15
SEPARABILITY

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time.** ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 16
NON-DISCRIMINATION

Section 16.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies.

Section 16.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, ancestry, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union. Allegations of discrimination shall not be pursued through the grievance procedure of this Agreement, but shall be submitted to the appropriate State or Federal agency.

Section 16.3 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 17
AMENDMENTS

The Employer and the Union may jointly modify this Agreement and its Addenda which shall be binding on the Employer, the Union and the employees.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's 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 City and the employees covered by this Agreement serve.

Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 health work environment for all employees, the following drug and alcohol program is also established.

Section 18.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until

test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and /or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 independent laboratory accredited by NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his/her designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

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

Section 18.5 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 the voluntary Employee Assistance Program.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the

postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:
   (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a

projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;

- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~**Non-Prevailing Wage Rate Reopener**~~

~~**Four-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second~~

~~five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~Five-Year~~: ~~This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term~~

~~(07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO	**SEIU, LOCAL 1, FIREMEN AND OILERS**
By: _____	By: _____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.
- Comprehensive Communication and Outreach Strategies.

FOR COUPE: **FOR THE CITY OF CHICAGO:**

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole

remedies in the Award. In addition, if such an agreement is not reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

COLLECTIVE BARGAINING AGREEMENT

Between

BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS, AND HELPERS, LOCAL LODGE 1

And

CITY OF CHICAGO

Effective July 1, 2017
Through
June 30, 2022

Ratified by City Council on:

CITY OF CHICAGO
AGREEMENT WITH
BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS, AND HELPERS, LOCAL LODGE 1

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CITY OF CHICAGO
AGREEMENT WITH
BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS AND HELPERS LOCAL LODGE 1

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and the International Brotherhood of Boilermakers Iron Ship Builders, Blacksmiths, Forgers and Helpers Local Lodge 1 (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Blacksmith Helper

Blacksmith

Foreman of Blacksmith

Boiler Inspector

Chief Boiler Inspector

Supervising Boiler Inspector

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other

terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship

and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely affect the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3 Grievances of Alleged Violations

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the Union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~**17**, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on

such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 - 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 - 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 - 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 - 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 - 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 - 3.5%~~

~~**Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized

employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.4 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.5 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an

arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer

will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other

issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

Section 4.6 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned. The time limits for ~~such individual assignments to~~ **acting into higher-rated jobs shall not exceed one hundred eighty (180) days** ~~be ninety (90) days~~, except where a regular incumbent is on leave of absence, in which case the time limit **for acting into such position may not exceed one (1) year** ~~be six (6) months~~ **and no individual employee can act into that position for more than ninety (90) days.** The time limits may be extended by mutual agreement of the parties. **If the one hundred eighty (180) day time limit is extended to one year due to a regular incumbent on**

leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee. To the extent the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits set forth herein, the ~~assignment~~ **position** shall be treated as a "permanent vacancy" within the meaning of Section 14.10 of this Agreement, and **the employer** shall ~~be subject to the applicable~~ **posting** and **fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.**

ARTICLE 5
HOURS OF WORK

Section 5.1

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of five (5) consecutive eight hour days, Monday through Friday, and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The starting times of employees currently vary between 7:00 a.m. and 8:00 a.m. or 4:00 p.m., as determined by the Employer.

Notwithstanding the foregoing, it is agreed that the Employer may change the established starting time of the Monday through Friday work day for a department, bureau, work unit, crew or individual upon fourteen (14) days written notice to the Union and affected employees, and discussion with the Union. Said starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without agreement by the Union. Failure to comply with this provision shall result in the payment of appropriate premium time to affected employees.

Section 5.2 Overtime

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day where the employee has 40 hours of work or excused absences; or on Saturday or Sunday as such when Saturday and Sunday are not part of the employee's regular work week; or on the sixth or seventh consecutive day worked, shall be paid for at two (2) times the regular straight time hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.

Section 5.3 Overtime Distribution

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3(a).

Section 5.4 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his

or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.5 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.6 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside

of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.7 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1 Current Holidays

(a) Full-time hourly employees shall receive eight hours straight-time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

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

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may

elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

(d) The benefits set forth in (a), (b) and (c) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1 he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

An employee working on Christmas, New Year's Day and Dr. Martin Luther King's Birthday, shall be paid at the rate of two

(2) times his/her regular hourly rate for all hours worked plus eight (8) hours off with pay (comp time) if the employee is a full-time employee and pro rate time off if the employee is part-time.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1 Amount

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service Prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment,

other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days (**up to three **(3)** ~~such vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the

next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4 Employees Laid-Off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate of Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being

taken, times 8 hours per day, times the number of days vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Selection

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g. snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby

reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~**Section 7.7 Reciprocity With Other Agencies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who~~

~~render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.7 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six (6)** of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection).** Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day.**

Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1 Definition

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or

2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) Unpaid leave of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not

actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first **twelve (12)** ~~six (6)~~ months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after **twelve (12)** ~~six (6)~~ months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2)** if the Employer, within its discretion, rehires a former

employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.**

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

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

(a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

(b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage **based on the applicable percentage of their base salary (not including overtime) limited by the salary cap:**

	Single	Employee +1	Family	Salary Cap
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765%**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
Jan. 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
Jan. 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

~~(1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

ANNUAL SALARY	SINGLE 1.0281%	EMPLOYEE +1 1.5797%	FAMILY 1.9705%
Up to $30,000	12.50	19.00	22.00
$30,001	12.85	19.75	24.63
$40,000	17.14	26.33	32.84
$50,000	21.42	32.91	41.05
$60,000	25.70	39.49	49.26
$70,000	29.99	46.07	57.47
$80,000	34.27	52.66	65.68
$89,999	38.55	59.24	73.89
$90,000 +	38.60	59.30	73.95

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

(2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:

ANNUAL SALARY	SINGLE 1.2921%	EMPLOYEE+1 1.9854%	FAMILY 2.4765%
Under $30,000	$15.71	$23.88	$27.65
$30,001	$16.15	$24.82	$30.96
$40,000	$21.54	$33.09	$41.28
$50,000	$26.92	$41.36	$51.59
$60,000	$32.30	$49.64	$61.91
$70,000	$37.69	$57.91	$72.23
$80,000	$43.07	$66.18	$82.55
$90,000	$48.45	$74.45	$92.87
$100,000	$53.84	$82.73	$103.19

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

Effective January 1, 2019, prescription benefits shall be subject to an annual deductible of $35 per Employee (one annual deduction per household).

Effective January 1, 2021, prescription benefits shall be subject to an annual deductible of $75 per Employee (one annual deduction per household).

(c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

(d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

(e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

(f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

(g) The current practice permitting employees to use vacation or other time due during an illness in order to keep

his/her insurance in effect shall continue for the term of this Agreement.

(h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to ~~create~~ **maintain** 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

(a) Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

(b) Appointment by the City and Coalition of a Co-Chair and Vice-Co-chair as designated in the Trust Agreement.

(c) Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

(d) Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions bargaining units) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan

separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10

LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried

employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of

absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall~~

~~have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the **serious health condition.** ~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to the employee's entitlement to Duty Disability.

Section 10.6 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it

is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a

form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.7 Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the

employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided

reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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**
- **Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or**

- **Up to two (2) weeks paid parental leave for the birth of a child or children by 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.**

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1 Discipline and Discharge

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 7 days from receipt of the notice to appeal. If the employee does not file an appeal within the 7-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice

period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give

the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the

pendency of the investigation and its subject matter, within 30 calendar days of the employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a pre-disciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1. Within five (5) working days after an employee receives written notice of any proposed disciplinary

action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the Employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employee may request in writing to the department head for review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice of discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2. Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the

Department will give the basis for its action and the employee and union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the

said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4. If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of Sections 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be

in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - Immediate Supervisor

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as

many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation

and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party.

Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated

by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/union at Step II.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance

under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate

reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought

against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the

Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2)(b)(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of

paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1 No Strikes

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2 Union Efforts

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or

group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3 Discipline

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4 No Lockout

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless

revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3, and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The City and Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

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

Section 13.2 Fair Share

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union

and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3 Right of Non-Association

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4 Condition of Employment

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this

Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day,

or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Blacksmith is on vacation, a Plumber shall not be assigned as a replacement Blacksmith. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence

of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the

other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

The City agrees to provide representatives from Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the

Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected Employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee concerning the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presented the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, he will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll period**
- **Payroll Number**
- **Employee number**
- **Name**
- **Title code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e. address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured transfer protocol (SFTP) available to the Union to receive the information. ~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then

present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.9 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer

shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.9.

Section 14.10 Filling of Permanent Vacancies

The Employer shall determine if there is a permanent vacancy to be filled, and at any time before said vacancy is filled, whether or not said vacancy shall be filled.

The Employer will post ~~vacancy~~ **vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancy shall be posted for 14 days on the CAREERS website. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify the Union. Prior to the commencement of the selection process, the Employer will provide the Union with a list of qualified bidders.** ~~announcements for fourteen (14) days,~~

~~and provide the Union with a copy of the announcement at the time it is posted.~~

Qualified bargaining unit employees shall be given an opportunity to bid on permanent vacancies declared by the Employer. In making selections, the Employer shall give preference to bargaining unit applicants over non-bargaining unit applicants, except where non-bargaining unit applicants have demonstrably greater skill and ability to perform the work. In making a selection between two or more bargaining unit applicants who are equally qualified, the Employer shall select the most senior bidder. For purposes of this Section, seniority shall be determined by the employee's service in the employee's current job title (time-in-title) city-wide.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents considered during the hiring process, including documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall

be so notified by the Department Head and informed of the reasons for non-selection.

The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based on the employee's job performance at any time during that period that the successful bidder cannot perform the 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.

Section 14.11 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three

physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through the process.

ARTICLE 15
LAYOFF AND RECALL

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job.

"Seniority" shall mean, for purposes of this Section, the employee's service in the job title (time-in-title) City-wide.

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off.

ARTICLE 16
SEPARABILITY

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

ARTICLE 17
UNION REPRESENTATION

Section 17.1 Union Stewards

The Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union Stewards from their

job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's 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 City and the employees under this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 health work environment for all employees, the following drug and alcohol program is also established.

Section 18.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the

employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 shall will be subject to termination.

(c) Drug and alcohol testing will be conducted by an independent laboratory accredited by NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent

shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

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

Section 18.5 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 the voluntary Employee Assistance Program.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at

least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ 2022, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have

been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, Holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, 2017, and shall remain in effect through 11:59 p.m. on June 30, 2022.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-

Management Cooperation Committee on health care, as defined below:

(a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~Non-Prevailing Wage Rate Reopener~~

~~Four-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~Five-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the~~

~~non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO

By: _____

FOR THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS IRON SHIP BUILDERS, FORGERS AND HELPERS-LOCAL LODGE 1

By: _____

[EMS: LOCAL-1]

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:	FOR THE CITY OF CHICAGO:
_____	_____
_____	_____

Labor Negotiations Between
the City of Chicago and COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.
- Comprehensive Communication and Outreach Strategies.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not reached by December 1, 2007, the parties shall submit the issues

of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:	FOR THE CITY OF CHICAGO:
_____	_____
_____	_____

COLLECTIVE BARGAINING AGREEMENT

Between

SIGN AND PICTORIAL PAINTERS UNION
LOCAL 830

And

CITY OF CHICAGO

Effective July 1, 2017
Through
June 30, 2022

Ratified by City Council on:

CITY OF CHICAGO
AGREEMENT WITH
SIGN AND PICTORIAL PAINTERS UNION

TABLE OF CONTENTS

CITY OF CHICAGO
AGREEMENT WITH

SIGN AND PICTORIAL PAINTERS UNION

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and the Sign and Pictorial Painters Union - Local 830 (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Sign Painter Helper

Sign Painter

Foreman, Sign Shop

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and

facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3 Grievance of Alleged Violation

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent

employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~17, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~17, through the period ending June 30, 20~~17~~22, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event

the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~**Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive

a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.4 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.6 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon

thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned. The time limits for ~~such individual assignments to~~ **acting into higher-rated jobs shall not exceed one hundred eighty (180) days** ~~be ninety (90) days~~, except where a regular incumbent is on leave of absence, in which case the time limit **for acting into such position may not exceed one (1) year** ~~be six (6) months~~ **and no individual employee can act into that position for more than ninety (90) days.** The time limits may be extended by mutual agreement of the parties. **If the one hundred eighty (180) day time limit is extended to one year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee.** To the extent the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits set forth herein, the ~~assignment~~ **position** shall be treated as a "permanent vacancy" within the meaning of Section 14.10 of this Agreement~~,~~ and **the employer** shall ~~be subject to the applicable~~ **post~~ing~~** and **fill the job as a "permanent vacancy" subject to the applicable posting and bidding provisions of that Section.**

Section 4.5 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the

payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's

complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The

Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 5
HOURS OF WORK AND OVERTIME

Section 5.1

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of five (5) consecutive 8-hour days, Monday through Friday, and two (2) consecutive days off, Saturday and Sunday.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal work day shall begin between 8:00 A.M. to 4:30 P.M., except where different hours are currently in effect.

Notwithstanding the foregoing, it is agreed that the Employer may change the established starting time of the Monday through Friday work day for a department, bureau, work unit,

crew or individual upon fourteen (14) days written notice to the Union and affected employees, and discussion with the Union. Said starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without agreement by the Union. Failure to comply with this provision shall result in the payment of appropriate premium time to affected employees.

Section 5.2 Overtime

Overtime and premium pay for employees shall be defined and paid in accordance with the historical and traditional practices of the Employer and the Union pursuant to the applicable collective bargaining agreement which is negotiated in the private sector and which historically and traditionally governs said payment. The Union shall certify and provide evidence to the Employer of said overtime and premium definitions and rates as described above.

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day where the employee has 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 one and one-half (1-1/2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked. **All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.**

Section 5.3 Overtime Distribution

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatory assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will

not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3(a).

Section 5.4 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four(4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.6 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum

of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.7 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.8 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1 Current Holidays

(a) Full-time hourly employees shall receive eight hours straight-time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required

or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1 he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked. If the employee is not required to work on calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1 Amount

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service Prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment,

other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days** (up to three **(3)** ~~such vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which~~

~~agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4 Employees Laid Off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving

widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate of Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Selection

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel

an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~**Section 7.7 Reciprocity With Other Agencies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building~~

~~Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.8 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six (6)** of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection).** Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation**

days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is

designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1 Definition

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) Unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees

are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 calendar days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first **twelve (12)** ~~six (6)~~ months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after **twelve (12)** ~~six (6)~~ months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2) if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the**

employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.

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

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

(a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

(b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage **based on the applicable percentage of their base salary (not including overtime) limited by the salary cap:**

	Single	Employee +1	Family	Salary Cap
July 1, 2017	1.2921%	1.9854%	2.4765%	$90,000
July 1, 2018	1.7921%	2.4854%	2.9765%	$100,000
Jan. 1, 2019	2.2921%	2.9854%	3.4765%	$115,000

Jan. 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

~~(1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE +1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

~~(2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~

~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

Effective January 1, 2019, prescription benefits shall be subject to an annual deductible of $35 per Employee (one annual deduction per household).

Effective January 1, 2021, prescription benefits shall be subject to an annual deductible of $75 per Employee (one annual deduction per household).

(c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

(d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

(e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

(f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

(g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

(h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written

communication from the Employer or its insurance carrier, or some other similar advisory.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to ~~create~~ **maintain** 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

(a) Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

(b) Appointment by the City and Coalition of a Co-Chair and Vice-Co-chair as designated in the Trust Agreement.

(c) Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

(d) Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions bargaining units) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or Coalition Unions'

offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a

maximum of three consecutive days including the day of the funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the

period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,**~~is hospitalized,~~ upon request of the employee, the Employer

will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the **serious health condition**. ~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks

during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave

Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.6 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with the subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to the employee's entitlement to Duty Disability.

Section 10.7 Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall

be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a period up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be

granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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
- Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to two (2) weeks paid parental leave for the birth of a child or children by 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.

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the

Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 7 days from receipt of the notice to appeal. If the employee does not file an appeal within the 7-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written

reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that he/she is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a stating of the reasons therefore. The employee shall initial a copy, noting receipt

only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 calendar days of the employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police Board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1 Within 5 working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the Employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary

action is taken after the meeting or further investigation, the employer may request in writing to the department head for review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of attached to the notice of discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2 Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic

advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3 Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4 If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of Sections 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the

problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - IMMEDIATE SUPERVISOR

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II

A. If the grievance is not settled at the Step I, the Union Representative and/or the employee shall have

the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and

discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected

employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief

requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must

be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party.

Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the

evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/Union at Step II.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient

operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the

parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be

questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph

O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions

allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with

the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1 No Strikes

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2 Union Efforts

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3 Discipline

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4 No Lock Out

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3, and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The City and Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic

authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

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

Section 13.2 Fair Share

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3 Right of Non-Association

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4 Condition of Employment

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the

jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Sign Painter is on vacation, a Clerk shall not be assigned as a replacement Sign Painter. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the

City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that

claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

The City agrees to provide representatives from Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as

well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working

condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee concerning the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presents the strong likelihood

of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll period**
- **Payroll Number**
- **Employee number**
- **Name**
- **Title code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e. address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured transfer protocol (SFTP) available to the Union to receive the information. ~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any

such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.9 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.9.

Section 14.10 Filling of Permanent Vacancies

The Employer shall determine if there is a permanent vacancy to be filled, and at any time before said vacancy is filled, whether or not said vacancy shall be filled.

The Employer will post ~~vacancy~~ **vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted** ~~announcements~~ for fourteen (14) days **on the CAREERS WEBSITE. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify. Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders**~~., and provide the Union with a copy of the announcement at the time it is posted.~~

Qualified bargaining unit employees shall be given an opportunity to bid on permanent vacancies declared by the Employer. In making selections, the Employer shall give preference to bargaining unit applicants over non-bargaining

unit applicants, except where non-bargaining unit applicants have demonstrably greater skill and ability to perform the work. In making a selection between two or more bargaining unit applicants who are equally qualified, the Employer shall select the most senior bidder. For purposes of this Section, seniority shall be determined by the employee's service in the employee's current job title (time-in-title) City-wide.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notifies by the Department Head and information of the reason for non-selection.

The successful bidder for any job under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period to believe that the successful bidder cannot perform the 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.

Section 14.11 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure

and maintain the confidential nature of all medical records obtained through the process.

ARTICLE 15
LAYOFFS & RECALL

Section 15.1 Layoffs/Recall

Probationary employees with more than 90 days of service shall be laid-off first. Thereafter, the least senior employee in the affected job classification at the work location shall be laid-off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job at the work location. "Seniority" shall mean, for purposes of this Section, the employee's service in the job title (time-in-title).

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held at the work location, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off.

Section 15.2 Notice of Layoff

The Union and employees (except probationary employees with less than 90 days of service) shall be provided with at least 14 days advance notice of a layoff, except in emergencies beyond the control of the Employer, in which event, such notice shall be given as soon as reasonably possible after the Employer knows. Such notice shall contain the name, position

classification, department, work location, if available in the Employer's records, and seniority date of each employee scheduled to be laid off.

ARTICLE 16
SEPARABILITY

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

ARTICLE 17
UNION REPRESENTATION

Section 17.1 Union Stewards

The Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union Stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's 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 City and the employees covered by this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 who utilize the Program's services.

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

Section 18.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer on job sites or work locations and over which the Employer 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 Cause: 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In other cases, the Employer will terminate all employees who:

i) test positive for drug and/or alcohol use;

ii) refuse to cooperate with testing procedures;

iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises.

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee

has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 from authorizing the test, he or she will be subject to termination.

(c) Drug and alcohol testing will be conducted by an independent laboratory accredited by NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as

"positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. Any employee whose test result is positive may elect, at his or her expense, to retested by the same or other laboratory satisfactory to the Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

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

Section 18.5 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 the voluntary Employee Assistance Program.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-

apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing

training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable

to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

- Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
- The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:
  (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any

individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~**Non-Prevailing Wage Rate Reopener**~~

~~**Four-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a~~

~~then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~**Five-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage~~

~~adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO

By: _____

SIGN AND PICTORIAL PAINTERS UNION - LOCAL 830

By: _____

PAINTERS' DISTRICT COUNCIL LOCAL 14

By: _____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.
- Comprehensive Communication and Outreach Strategies.

FOR COUPE: **FOR THE CITY OF CHICAGO:**

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

COLLECTIVE BARGAINING AGREEMENT

Between

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 9
(AFL-CIO)

And

CITY OF CHICAGO

Effective July 1, ~~2007~~ 2017
Through
June 30, ~~2017~~ 2022

Ratified by City Council on:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 9
(AFL-CIO)

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 9
(AFL-CIO)

AGREEMENT WITH
THE CITY OF CHICAGO

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and Local Union No. 9, International Brotherhood of Electrical Workers (hereinafter referred to as "Local Union No. 9"), who now agree as follows:

That both parties to this Agreement are desirous of continuing the understanding with respect to the employer-employee relationship which exists between them and of entering into a complete agreement covering rates of pay, hours of work, and other conditions of employment.

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes Local Union No. 9 as the sole and exclusive bargaining agent in all matters Pertaining to wages, hours, and working conditions for all employees employed by the Employer in the following classifications for work presently performed and/or as described in class specifications on file with the Department of Personnel:

1. General Foreman of Linemen
2. Foreman of Linemen
3. Lineman
4. Lineman Helper
5. Foreman of Lamp Maintenance Men
6. Sub-Foreman of Lamp Maintenance Men
7. Lamp Maintenance Man
8 Load Dispatcher
9. Electrical Surveyman I

10. Electrical Surveyman II
11. Electrical Surveyman III
12. Electrical Surveyman IV
13. Street Light Repairman
14. Traffic Signal Repairman
15. Equipment Training Specialist
16. Coordinating Fire Communications Operator
17. Supervising Fire Communications Operator
18. Fire Communications Operator II
19. Fire Communications Operator I
20. Lamp Repairer
21. Sub-Foreman of Lamp Repairers
22. Foreman of Street Light Repairmen
23. Foreman of Traffic Signal Repairmen

Section 1.2 Traditional Duties

Any work which has been traditionally Performed by employees who are represented by Local Union No. 9 shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another local union of the Coalition shall not perform the work of said employees. For example, if a Lineman is on vacation, a Plumber shall not be assigned as a replacement Lineman. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 1.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 8 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the

results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 8 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the

record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

ARTICLE 2
MANAGEMENT RIGHTS

Local Union No. 9 recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause, to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work,

promote, demote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
HOLIDAYS

Section 3.1

(a) Full time hourly employees shall receive eight (8) hours straight time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

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

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 4 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be

eligible for this personal day until the following calendar year.

(d) The benefits set forth in (a), (b) and (c) above shall be paid provided the employee is in pay status the full scheduled work day 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 shall not be unreasonably denied.

Section 3.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday he/she shall be paid at the rate of two and one-half (2 1/2) times (which includes holiday pay) his/her normal hourly rate for all hours worked. When an employee is required to work on any holiday enumerated above, a minimum of four (4) hours of work must be paid. If an hourly paid employee is not required to work on a calendar holiday, such employee shall be paid eight (8) hours at straight time for such holiday.

If a calendar holiday falls on an employee's normal day off, such employee shall receive his/her normal week's pay in addition to eight (8) hours holiday pay at straight time.

All holiday time shall be considered time worked for the purposes of computing overtime, except where the holiday falls on the employee's day off.

Section 3.3 Determining Work Days as Holidays

A holiday is the calendar day running from midnight to midnight. An employee whose work day extends over parts of two (2) calendar days, one of which is a holiday, shall be

considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 3.4 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 3.5 Holiday Observance

Except for employees whose regularly scheduled work week includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled work week includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period, the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the Department Head, provided the employee works the full scheduled work day immediately preceding and the full scheduled work day immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 4
VACATIONS

Section 4.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility:

Continuous Service prior to July 1	Vacation
Less than 6 years	13 days
6 year or more, but less than 14 years	18 days
14 years or more	23 days
after 24 years	24 days
after 25 years	25 days

Section 4.2 Pro Rata Vacations

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by twelve (12); the resulting figure is

multiplied by the amount of paid vacation for which the employee is eligible in Section 4.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least eighty (80) hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 4.3 Forfeit of Vacation All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days (**up to three **(3)** ~~such~~ ~~vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over**

days shall be controlled by the provisions set forth in the Agreement under Vacation Picks, ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 4.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of thirty (30) days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 9 of

this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 4.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times eight (8) hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 4.6

Vacation picks will be granted by classification seniority, in time-in-title at work locations, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases

where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~**Section 4.7**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education,~~

~~the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have their period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 4.8 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six (6)** of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection).** Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the**

week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish

proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 5
CONTINUOUS SERVICE

Section 5.1

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of thirty (30) days or less; or

2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 5.2 Interruption In Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) unpaid leaves of absence for more than 30 days or layoff for more than (30) days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~Section 5.3 Reciprocity~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other Employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 5.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his or her behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 5.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first **twelve (12)** ~~six (6)~~ months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after **twelve (12)** ~~six (6)~~ months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively

determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2)** if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period,**

but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.

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

Section 5.6 Layoffs/Recall

Probationary employees with less than ninety (90) days of service shall be terminated before the Employer lays off employees. Probationary employees with more than ninety (90) days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job in the department. "Seniority" shall mean, for purposes of this Section, the employee's **time in bargaining unit titles city-wide**~~service in the job title (time-in-title).~~

A laid off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the department, provided the

employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off.

Section 5.7 Promotion

Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which pay higher rates of pay and which are declared vacant by the Employer. The Employer shall select the most qualified applicant, provided that an employee applicant shall have preference over a non-employee applicant, unless the non-employee applicant has demonstrably greater skill and ability to perform the work required.

The Employer shall determine if there is a permanent vacancy to be filled, and at any time before said vacancy is filled, whether or not said vacancy shall be filled.

The Employer will post **vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted** for fourteen (14) days **on the CAREERS WEBSITE. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify. Prior to the commencement of the selection**

process, the employer will provide the Union with a list of qualified bidders.~~.~~

Qualified bargaining unit employees shall be given an opportunity to bid on permanent vacancies declared by the Employer. In making selections, the Employer shall give preference to bargaining unit applicants over non-bargaining unit applicants, except where non-bargaining unit applicants have demonstrably greater skill and ability to perform the work. Where applicants are equally qualified, the Employer shall select the most senior employee (based on City-wide seniority) of those applying who has the greatest ability to fill the needs determined by the Employer. "Ability" shall be determined by the Employer based upon performance evaluations, experience, training, proven ability and similar criteria. In making a selection between two or more bargaining unit applicants who are equally qualified, the Employer shall select the most senior bidder. **For purposes of this Section, seniority shall be determined by the employee's service in the employee's** ~~**job title**~~ **time in the bargaining unit City-wide.**

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and

rejection of bidders. This meeting shall include a review and discussion of documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notifies by the Department Head and information of the reason for non-selection.

The successful bidder for any job under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period to believe that the successful bidder cannot perform the 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.

Section 5.8 Transfer

The Employer may permit an employee to transfer within a department from or to the same or a different job classification where there is no increase in pay, by City-wide seniority provided the employee has the then present ability to perform the job to the Employer's satisfaction without further training.

Section 5.9 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant

limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, et the Employer's sole expense, to be subject an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through the process.

ARTICLE 6
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 6.1

a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

b) Employees who participate in the Employer; medical care plan or an HMO, shall make the following contributions toward their health care coverage, **based on the applicable percentage of their base salary, subject to the then-applicable salary cap:**

~~1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE+1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

Salary

	Single	Employee + 1	Family	Cap
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
July 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
July 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

~~2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard

provisions of insurance policies between Employers and insurance companies.

d) A dispute between an employee (or his/her covered dependent) and the processor of claims not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary

suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

i) Effective January 1, 2019, prescription drug benefits shall be subject to an annual deductible of $35 per household. Effective January 1, 2021, prescription drug benefits shall be subject to an annual deductible of $75 per household.

Section 6.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Labor Management Cooperation Committee ("LMCC") pursuant 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 6.3

The Trust Agreement shall address, without limitation, the following:

a. Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

b. Appointment by the City and Coalition of a Co-Chair and Vice-Cochair as designated in the Trust Agreement.

c. Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

d. Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 6.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 6.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or the Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 6.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 7
LEAVES OF ABSENCE

Section 7.1 Bereavement Pay

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive

days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 7.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 7.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his/her jury duty pay with the City Comptroller.

Section 7.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was~~

~~receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,**~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order

to cover the absence resulting from the **serious health condition.** ~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 7.5 Personal Leaves

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided

for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 7.6 Duty Disability Leaves

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten (10) working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to the employee's entitlement to Duty Disability.

Section 7.7 Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job/classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in service provisions in this agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement

rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 7.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 7.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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
- Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to two (2) weeks paid parental leave for the birth of a child or children by 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.

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement,

paid parental leave shall be granted only as part of an approvedFMLA leave and may not be used as intermittent leave.

ARTICLE 8
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 8.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall

take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearings, provided that said employee shall be guaranteed, upon a request, a full hearing before said Board in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has seven (7) days from receipt of the notice to appeal. If the employee does not file an appeal within the seven (7) day period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30 day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30 day notice period, (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event many the employee require the Employer to retain the employee on the payroll beyond the 30 day period. The Union shall have the right to have its representatives present at

either of the Board(s) or the grievance procedure, including arbitration and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that he/she is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 8.1 shall not in and of itself result in a

reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 calendar days of the employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and

alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 8.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1. Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the

written request of the Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the Employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the Employee may request in writing to the department head for review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice of discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2. Within three (3) working days or any mutually agreed upon extension after the Department Head or designee receives the employee's request for review, the Department Head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union Representative, if any, will be heard and provided the opportunity to ask questions. The Department Head or designee shall render a written decision within two (2) working days of the meeting,

except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union Representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The Department Head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4. If the matter is not settled at Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in Section 8.3, Step III.

Section 8.3 Grievance and Arbitration

Except as in disciplinary provisions of Sections 8.1 and 8.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - Immediate Supervisor

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the

requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any Step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second Step, the Union or the Employer may request final and

binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one (1) employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may

submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the

Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary Step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance Steps, or which the Union believes would be resolved more expeditiously, may be filed at the option of the Grievant/Union at Step II.

B. Pertinent Witnesses and Information

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably

denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union Representative, a Grievant, and Union Steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The Steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 8.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or

promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable

time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is

brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It

shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 9
NO STRIKES/NO LOCKOUT

Section 9.1

Local Union No. 9 agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to, sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 9.2

Local Union No. 9 agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in a Local Union No. 9 bargaining unit, Local Union No. 9 further agrees it will use its best efforts to cause an immediate cessation thereof. If Local Union No. 9 immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by Local Union No. 9, and (b)

posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by Local Union No. 9, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against Local Union No. 9 to establish responsibility for such unauthorized conduct.

Section 9.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 9.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 10
DUES CHECK-OFF AND FAIR SHARE

Section 10.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Local Union No. 9 dues and initiation fees from the payroll checks of all employees so authorizing the deductions in an amount certified by Local Union No. 9's Financial Secretary and shall remit such deductions on a monthly basis to the Financial Secretary of Local Union No. 9. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and Local Union No. 9 during the fifteen (15) day period prior to the expiration of this Agreement. Local Union No. 9 shall indemnify, defend and hold the Employer harmless against any and all claims, demands,

suits or other forms of liability, including damages, attorney's fees and court or 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 Sections 10.1, 10.2, 10.3, and 10.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by Local Union No. 9 to the Employer.

The Employer shall provide to Local Union No. 9 within thirty (30) days the name, address, classification, rate of salary and starting date of employees in the bargaining unit.

The City and COUPE will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

Section 10.2

It is further agreed that thirty (30) days after the later of, the execution of this Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of Local Union No. 9, a monthly amount as certified by the Financial Secretary of Local Union No. 9 and shall remit such deductions to Local Union No. 9 at the same

time that the dues check-off is remitted. It is understood that the amount of deduction from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 10.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 10.4

Each employee who on the effective date of this Agreement is a member of Local Union No. 9, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in Local Union No. 9 during the term of this Agreement.

Any present employee who is not a member of Local Union No. 9 shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Local Union No. 9 dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for

membership shall be required, thirty (30) days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment

ARTICLE 11
MISCELLANEOUS

Section 11.1 Job Titles

The Employer will notify Local Union No. 9 of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with Local Union No. 9 prior thereto. If the Employer changes a job title that incorporates utilization of enhanced technology and equipment without substantially changing the duties of the job, Local Union No. 9 will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 11.2 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by COUPE) up to the maximum total amounts per year

shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

The City agrees to provide representatives from COUPE information, such as the claims experience from the City retiree health plans, and other relevant data/information so that COUPE Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Section 11.3 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4)

copies of the proposed changes or additions to Local Union No. 9. Local Union No. 9 will consider the proposals, and upon request, the Employer will meet with Local Union No. 9 within twenty (20) calendar days of the receipt of the proposals to receive Local Union No. 9's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until Local Union No. 9 has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 11.4 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a City joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a

written response to the committee as to the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presents the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

A Safety Committee of five (5) Employer representatives and five (5) Local Union No. 9 representatives shall be appointed. Said committee shall advise as to matters concerning the safety of employees. Meetings shall be held monthly, or less frequently, if the parties agree, at mutually agreeable places and times.

Section 11.5 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll period**
- **Payroll Number**
- **Employee number**
- **Name**
- **Title code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e. address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured transfer protocol (SFTP) available to the Union to receive the information. ~~on a monthly basis a bargaining unit report of current active employees, the list to include employee~~

~~name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 11.6 Required Certification and Training

All employees of the fire alarm office covered by this Agreement are required to be certified by the State of Illinois as an Emergency Medical Technician (EMT-A) as a condition of employment.

Employees who attend EMT-A continuing education courses during regular working hours shall be granted a reasonable amount of leave without loss of pay to attend such courses. Management reserves the right to schedule the courses at reasonable times, to adjust scheduling of employees to accommodate the program and the Employer's operational needs,

and to modify or improve the program as the Employer deems beneficial.

Employees who are scheduled to attend courses on their off duty hours will be compensated at one and one-half (1 1/2) times their regular hourly rate for all hours actually in class. Employees who do not pass the EMT-A course or the EMT-A continuing education courses the first time will be given a second opportunity to attend and complete the courses during off duty hours without compensation.

All current employees who are physically unable to be certified will be exempt from the certification requirement, provided that they attend course and pass.

An employee who does not attend a scheduled course without a reasonable excuse will be subject to discipline. Any disciplinary action resulting from this provision will be subject to the discipline and arbitration procedure in this agreement.

The biennial $80.00 fee requirement for mandatory enrollment in in REGION XI CON ED will be covered by the department.

Section 11.7 Labor/Management

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, the head of the appropriate Department or his/her designee shall meet quarterly with the Union committee representing the bargaining unit. Less or more frequent meetings may occur by mutual agreement of the parties. Requests for more frequent meetings shall not be unreasonably

denied. Meetings shall be scheduled at a time (not during the employees regular working hours), place and date mutually agreed upon by both parties.

The parties may discuss any subject of mutual concern, except for grievances and changes in this Agreement. Each party shall prepare and submit an agenda to the other one week prior to the scheduled meeting.

ARTICLE 12
NON-DISCRIMINATION

Section 12.1 Equal Employment Opportunities

Local Union No. 9 agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's Personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 12.2 No Discrimination

Neither the Employer nor Local Union No. 9 shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of Local Union No. 9.

Section 12.3

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of

this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 12.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the Union. The provisions of Article 12.4 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 13
HOURS OF WORK AND OVERTIME

Section 13.1 Work Day and Work Week

This Article shall not be a guarantee of hours of work per day or week. Eight (8) hours between 7:00 a.m. and 3:30 p.m. shall constitute a regular work day, except where other hours are currently in effect. Forty (40) hours within five (5) days - Monday through Friday inclusive shall constitute a work week, except for shift personnel. For shift positions requiring a seven (7) day continuous operation, the work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 p.m. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The starting

times of employees currently vary between the hours of 6 to 8 a.m., 2 to 4 p.m. or 10 p.m. to 12 midnight as determined by the Employer. In the event the Employer has no statutory obligation to pay overtime, the Employer agrees upon request of Local Union No. 9, to discuss changing employee's shifts concerning on/off days of work and/or compensable time.

Section 13.2 Overtime

For non-shift employees, all work performed outside of the regularly scheduled workday and on Saturday from 7:00 a.m. to 3:30 p.m. shall be paid for at one and one-half (1 1/2) times the regular straight time rate of pay. All work performed on Saturday before 7:00 a.m. and after 3:30 p.m. and on Sunday shall be paid for at two (2) times the regular straight time rate of pay.

For shift employees whose regular work week includes Saturday and/or Sunday, all work performed Monday through Friday outside of the regularly scheduled shift shall be paid at one and one-half (1 1/2) times the regular straight time rate of pay. All work performed outside of the regularly scheduled shift, Saturday and Sunday, shall be paid at two (2) times the regular straight time rate of pay.

In the event of a "short change over" (less than 15 hours between working shifts) overtime compensation will be paid for at the applicable overtime rate of pay.

There shall be no pyramiding of, overtime and/or premium pay. Hours paid for under one Section of this Agreement shall not be paid for under any other Section of this Agreement. Any employee exempt from the Fair Labor Standards Act shall not be covered by this Section. **All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.**

Section 13.3 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four(4) hours work or pay for that day. If the employee works more than four (4) hours, he shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 13.4 Call-In Pay

Employees called for work outside their regular working hours shall be compensated for not less than four (4) hours at the applicable rate, except for reasons beyond the Employer's control.

Section 13.5 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 13.6 Overtime Equalization

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Section 13.7 Acting in a Higher Rated Job 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 or

classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.

The time limits for ~~such individual assignments to~~ **acting into higher-rated jobs shall not exceed one hundred eighty (180) days** ~~be ninety (90) days~~, except where a regular incumbent is on leave of absence, in which case the time limit **for acting into such position may not exceed one (1) year** ~~be six (6) months~~ **and no individual employee can act into that position for more than ninety (90) days.** The time limits may be extended by mutual agreement of the parties. **If the one hundred eighty (180) day time limit is extended to one year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee.** To the extent the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits set forth herein, the ~~assignment~~ **position** shall be treated as a "permanent vacancy" within the meaning of Section 14.10 of this Agreement~~,~~ and **the employer** shall ~~be subject to the applicable~~ **posting** and

fill the job as a "permanent vacancy" subject to the applicable provisions of that Article.

Section 13.8 Trading Shifts

Shift personnel should be discouraged from trading shifts. In personal emergencies, the trading of shifts will be permitted, provided the supervisor in charge gives his approval, and further provided, such trade does not result in any overtime liability to the Employer.

Section 13.9 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 14
WORKING CONDITIONS

Section 14.1 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section.

Section 14.2 Furnishing of Tools and Equipment

The Employer will continue its past practice of providing certain tools and equipment it has in the past provided, where such tools and equipment remain necessary to perform the job.

The Employer will continue its past practice of providing Fire Communications personnel with a clothing voucher for the purposes of procuring uniform items so long as the Department requires uniforms. The voucher will not exceed $400.

ARTICLE 15
UNION RIGHTS, ACCESS AND STEWARDS

Section 15.1 Union Rights and Access

Duly authorized officials of Local Union No. 9 will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. Local Union No. 9 will not abuse this privilege, and such right of entry 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.

Section 15.2 Union Stewards

Local Union No. 9 will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the Stewards to engage in such activities.

Employees acting as Local Union No. 9 Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of Local Union No. 9. Any transfers of Local Union No. 9 Stewards from their job classifications or departments, other than in an emergency, will be discussed with Local Union No. 9 in advance of any such transfers.

ARTICLE 16
WAGES

Section 16.1 Prevailing Wage Rates

Effective July 1, 20~~0~~**17**, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United

States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 16.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 16.3 Non-Prevailing Wage Rates ~~Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~, **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~**Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 16.4 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who

are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 16.5 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there

is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

Section 16.6 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 or classification consistent with his own tenure for all such time from the first

day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned. The time limits for ~~such individual assignments to~~ **acting into higher-rated jobs shall not exceed one hundred eighty (180) days** ~~be ninety (90) days~~, except where a regular incumbent is on leave of absence, in which case the time limit **for acting into such position may not exceed one (1) year** ~~be six (6) months~~ **and no individual employee can act into that position for more than ninety (90) days.** The time limits may be extended by mutual agreement of the parties. **If the one hundred eighty (180) day time limit is extended to one year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee.** To the extent the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits set forth herein, the ~~assignment~~ **position** shall be treated as a "permanent vacancy" within the meaning of Section 14.10 of this Agreement~~,~~ and **the employer** shall ~~be subject to the applicable~~ **post~~ing~~** and **fill the job as a "permanent vacancy" subject to the applicable.**

ARTICLE 17
SEPARABILITY

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time.** ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 18
SUBCONTRACTING

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the

said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

ARTICLE 19
DRUG AND ALCOHOL PROGRAM

Section 19.1 Policy Statement

The City of Chicago's 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 City and the employees under this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 19.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations over which the Employer 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 Cause: 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 any body 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 19.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a

drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii)are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 19.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii)a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 independent laboratory accredited by the NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 19.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

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

Section 19.5 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 the voluntary Employee Assistance Program. This Article will not diminish any languages to the contrary in any other Coalition Union Agreement.

ARTICLE 20
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 20.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the

Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 20.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will

cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit

(excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

- Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
- The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:

  (a) The parties charge the LMCC with the responsibility of approving Plan changes

that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

Non-Prevailing Wage Rate Reopener

Four-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.

Five-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO **I.B.E.W., LOCAL 9**

By: _____ By: _____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:	**FOR THE CITY OF CHICAGO:**
_____	_____
_____	_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.
- Comprehensive Communication and Outreach Strategies.

FOR COUPE: **FOR THE CITY OF CHICAGO:**

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

COLLECTIVE BARGAINING AGREEMENT

Between

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 150
BRIDGE OPERATORS

And

CITY OF CHICAGO

Effective July 1, 20~~0~~17
Through
June 30, 20~~17~~22

Ratified by City Council on: ~~December 12, 2007~~ ,2018

CITY OF CHICAGO AGREEMENT
WITH
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 150
BRIDGE OPERATORS

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LOCAL NO. 150 - BRIDGE OPERATORS

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and the International Union of Operating Engineers Local No. 150 (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Assistant Chief Bridge Operator

Bridge Operator

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extend the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to

determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely ~~effect~~ **affect** the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental or physical handicap, or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
RATES OF PAY

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~**17**, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on

such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 - 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 - 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 - 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 - 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 - 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set

forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.5 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.6

Employees called in for work outside their regular working hours shall be credited for to less than four (4) hours of work and compensated at the applicable overtime or premium rate.

Section 4.7 Salary Progression

The Employer's past practice as to longevity advancement within a salary range shall continue.

Section 4.8 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee

Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This

paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

Section 4.9 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.

The time limits for acting into higher rated jobs shall not exceed one hundred eighty (180) days, except where a regular incumbent is on leave of absence, in which case the time limit for acting into such position may not exceed one (1) year, and no individual employee can act up into that position for more than ninety (90) days. The time limits may be extended by mutual agreement of the parties. If the one hundred eighty (180) day limit is extended to one (1)year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee. To the extent that the Employer continues to require the performance of the duties of the higher rated job beyond the time limits set forth herein,

the position shall be treated as a "permanent vacancy" within the meaning of Section - of this Agreement and the Employer shall post and fill the job as a "permanent vacancy" subject to the applicable provisions of that Section,

ARTICLE 5
SCHEDULED WORK HOURS AND OVERTIME

Section 5.1

(a) This Article shall be to calculate overtime and shall not be a guarantee of work or hours any day or week.

(b) The work week shall begin at 12:00 a.m. Sunday (one minute after 11:59 p.m. Saturday) and shall end 12:00 a.m. the following Sunday. In the case of regular work schedules with shifts that over lap the work day, all hours worked on those shifts will be counted as being work the day on which the majority of hours are worked.

(c) The current Bridge Operators schedule shall remain in effect.

(d) Except in emergencies, at least ten days advance notice shall be given to employees and the Union of any schedule changes. The Union shall be consulted with respect to such changes prior to their implementation.

Section 5.2

(a) All work performed in excess of forty (40) hours per week or; or in excess of eight (8) hours 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 in the Employers work week, shall be paid for at one and one-half (1 ½) 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 in the Employer's work week, shall be paid for at two (2) times the regular hourly rate of pay. Where employees whose regular days off are other then Saturday and Sunday are required to work on their days off, work on their first regular day off shall be paid for at one and one-half (1 ½) times the regular straight time hourly rate of pay and work on the second regularly scheduled day off shall be paid for at two (2) times the regular hourly rate of pay regardless of whether the first regularly scheduled day off is work or not.

(b) Overtime shall be computed on the initiated fifteen minute segments. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.

Section 5.3 Overtime Equalization

(a) A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or

premium time referred to in this Agreement shall first be offered to the employee doing the job. Thereafter, overtime and /or premium time at the location or assignment shall be offered by seniority in the employee's job or skill classification, provided that the most senior employee has then the present ability to perform the job to the Employer's satisfaction without further training. In the event enough of such offers are not accepted, the Employer mandatorily shall assign such overtime and/or premium time by reverse seniority.

(b) Those employees in any classification who have been given the option to work and have accumulated at least four (4) hours of worked overtime and/or premium time, or have rejected the option to work a shift that resulted in four (4) or more hours of overtime and/or premium time, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the employee's job classification have been afforded the opportunity.

(c) Employees working overtime on a holiday shall be paid, in monies, at the rate of two-and-one-half (2½) times their regular hourly rate of pay.

Section 5.4 Compensatory Time

(a) Use of compensatory time is subject to operational and scheduling needs of the department. An employee shall use compensatory time within sixty (60) days after it is earned or use it during the next vacation period. If, however, the employee's request to use such compensatory time is denied by the Employer, the employee may continue to carry such time for

up to one (1) year, whereupon the employee may ask for liquidation of said compensatory time in cash, or may subject to the approval of the Employer, continue to carry over such compensatory time.

(b) No employee shall be permitted to accumulate compensatory time in excess of that which is allowed under the Fair Labor Standards Act.

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

Section 5.5 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate,

unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.6 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.7 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

ARTICLE 6
HOLIDAYS

Section 6.1

(a) Full-time salaried employees shall receive the following days off without any change in their regular salary:

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

In addition to the foregoing twelve (12) 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 7.7 below. If an employee elects not to schedule said personal day as provided above, the employee may make a request to his/her Department to use said personal day. Requests shall not unreasonably be denied. 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 6.1.

(b) The employee shall receive the benefits set forth in (a) above provided that the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day following such holiday, or is absent from work on one

or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

(d) When said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the Department Head, providing the employee works the full scheduled

workday immediately preceding and the following vacation period, unless excused by Employer.

(e) Employees whose regular day off coincides with an established holiday shall be credited with compensatory time equal to a normal work day.

(f) Employees whose regular day off coincides with an established holiday and who are required to work on that day shall be paid at the holiday overtime rate.

(g) Employees scheduled to work on a holiday and failing to report to work, shall forfeit right to pay for that holiday, unless failure to report to work is due to illness, injury, or other emergency.

(h) Holiday time shall be considered as time worked for the purposes of computing overtime except when the holiday falls on employee's day off and is not worked.

(i) The opportunity to be off on the holiday shall be offered to employees by seniority consistent with the Employer's need to meet operating requirements.

ARTICLE 7
VACATIONS

Section 7.1 Full Vacation Rights

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 4 year	18 days
14 years or more	23 days
24 years or more	24 days
25 years or more	25 days

Section 7.2 Pro Rata Vacation

(a) Employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

(b) The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by twelve (12); the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

(c) Part-time employees who work at least eighty (80) hours per month earn vacation or a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3 Forfeiture of Vacation

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days (**up to three **(3)** ~~such vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over**

before June 30th, or approving the rescheduling of carry over days beyond June 30th. 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.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or on leave of absence without pay in excess of 30 days or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall

receive their regular salary in effect at the time the scheduled vacation is taken.

~~**Section 7.6**~~

~~Any Employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.7

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews

and employees who can be on vacation at any one time without hindering the operation of the Department.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the

cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

Section 7.8 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six** of their vacations days one or more days(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.7 above **(Vacation Selection)**. Such days(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the**

employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i) mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
PROMOTIONS AND TRANSFERS

Section 8.1 Posting of Vacancies

The posting of an Employer-determined vacancy shall be for 14 days. When such vacancy occurs, the Employer shall provide notice to the Union prior to but no later than the day of the posting of such vacancy.

Section 8.2 Transfers

Qualified employees shall be given an equal opportunity to bid on posts or assignments where the vacancy has occurred and are declared vacant by the Employer or are newly created. The Employer shall select the most qualified applicant, provided that an employee applicant shall have preference over a non-employee applicant, unless the non-employee has demonstrably skill and ability to perform the work required. Where applicants are equally qualified, the employer will select the most senior employee (time-in-title). The Employer shall determine whether applicant are "relatively equally qualified", based upon performance evaluations, experience, training, proven ability and similar criteria.

Employees will be allowed no more than two (2) successful bids in any twelve month period and those employees who are successful bidders after the close of the fourteen (14) day bidding period shall be required to take the assignment successfully bid upon.

~~Section 8.3 Promotion~~

~~Qualified employees shall be given an equal opportunity to bid on jobs which pay higher rates of pay and are declared vacant by the Employer. The Employer shall select the most qualified applicant, provided that an employee applicant shall have preference over a non-employee applicant, unless the non-employee applicant has demonstrably greater skill and ability to perform the work required. Where applicants are equally qualified, the Employer shall select the most senior employee (time in title). The Employer shall determine whether applicants are "relatively equally qualified" based upon as performance evaluations, experience, training, proven ability and similar criteria.~~

~~The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period that the successful bidder cannot perform the 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.~~

Section 8.3 Filling of Permanent Vacancies

The Employer shall determine if there is a permanent vacancy to be filled, and at any time before said vacancy is filled, whether or not said vacancy shall be filled.

The Employer will post ~~vacancy~~ **vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted** ~~announcements~~ for fourteen (14) days **on the CAREERS WEBSITE. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify. Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders.** ~~, and provide the Union with a copy of the announcement at the time it is posted.~~

Qualified bargaining unit employees shall be given an opportunity to bid on permanent vacancies declared by the Employer. In making selections, the Employer shall give preference to bargaining unit applicants over non-bargaining unit applicants, except where non-bargaining unit applicants

have demonstrably greater skill and ability to perform the work. In making a selection between two or more bargaining unit applicants who are equally qualified, the Employer shall select the most senior bidder. For purposes of this Section, seniority shall be determined by the employee's service in the employee's current job title (time-in-title) City-wide.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notifies by the Department Head and information of the reason for non-selection.

The successful bidder for any job under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period to believe that the successful bidder cannot perform the 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.

Section 8.4 Retreat

An employee who is appointed or promoted to a new job classification shall, for a period of one hundred twenty (120) days, be permitted to return to his/her former job classification in the bargaining unit, if the Employer determines that the job is vacant, or if it is not vacant the said employee shall be placed on a reinstatement list. Such employees shall retain seniority and other benefits previously accrued in the job classification to which they are returning subject to the provisions of Article 16.

Section 8.5 Seniority

(a) "Seniority" shall mean, for the purposes of this Section, the employees time in title.

(b) Ties in seniority will be broken by lottery.

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions

applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage, **based on the applicable percentage of their base salary, subject to the then-applicable salary cap:**

~~1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE+1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

	Single	**Employee + 1**	**Family**	**Salary Cap**
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
July 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**

July 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

~~2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to

the grievance procedure provided for in the Agreement between the Employer and the Union.

e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the

Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

i) Effective January 1, 2019, prescription drug benefits shall be subject to an annual deductible of $35 per household. Effective January 1, 2021, prescription drug benefits shall be subject to an annual deductible of $75 per household.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago 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 shall memorialize their intent to create this LMCC by executing

an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

a. Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

b. Appointment by the City and Coalition of a Co-Chair and Vice-Cochair as designated in the Trust Agreement.

c. Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

d. Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of

this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or the Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover

certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three (3) consecutive days including the day of the funeral. 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. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as he/she is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grand-children, court appointed legal guardian, and a person for whom the employee is a court appointed guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed

fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serve on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Each salaried paid employee shall receive sick leave with pay for periods not exceeding twelve (12) working days in the aggregate during each calendar year. Each such employee appointed after January 1 of the calendar year shall be allowed sick leave at the rate of one day for each month of employment through December 31 of that year.~~

~~Sick leave credit earned subsequent to January 1, 1959, shall accrue to a maximum of two-hundred (200) work days at the rate of twelve (12) days per year less days of sick leave used.~~

~~Sick leave not taken at the time of termination shall cease and end all rights for compensation. Sick leave accrued while working for another public agency shall not be transferable. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing, effective January 1, 1998 and thereafter, said employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. In the event an employee is hospitalized, upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the hospitalization and recovery. Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of**

sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i) mother, father, husband, wife, brother or sister (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the hospitalization and recovery. Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer.

Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job subject to the layoff, recall and break-in-service provisions of this Agreement.

Employees shall be granted personal leaves of absence without pay for a period of up to one (1) year for the purpose of providing necessary care, full-time supervision, custody or non professional treatment for a member of the employee's immediate family or household under circumstances temporarily inconsistent with the employee's uninterrupted performance of his/her normal job duties, if satisfactory proof of the need for and duration of such leave is provided to the Employer. Such leaves shall be granted under the same terms and conditions as set forth above.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the Employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the Employer on a form provided by the Employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the Employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.6 Medical Leave

(a) Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to three (3) months, provided said leaves shall be renewable for like three (3) 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 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 leaves's extension, provided the employee has complied with the Employer's procedures.

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 retain, but not accumulate, seniority.

Employees who return from said medical leaves of absence within one 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.

Section 10.7 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten (10) working days upon receipt of verified authorization from the approving authority. Contingent upon continued verified authorization, subsequent payment will be made twice a month. If duty

disability is denied, and such denial is later reversed, the employee shall be paid up to the date the amount the employee was eligible to receive, less any other disability payments received by the employee subject to the same terms and conditions identified in this paragraph. Employees who return from said leaves shall be reinstated to their former job classification, if there is a vacancy in said classification or if a position in said classification is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement. An employee granted duty disability leave shall continue to receive full benefits for any period he/she is on said leave in accordance with current practice.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in

continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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**
- **Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or**

- **Up to two (2) weeks paid parental leave for the birth of a child or children by 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.**

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1 Discipline and Discharge

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a

suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employée may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given thirty (30) days advance notice of discharge, and has seven (7) days from receipt of the notice to appeal. If the employee does not file an appeal within the seven (7) day period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the thirty (30) day notice period and the employee shall remain

on the payroll for the full notice period, except if prior to completion of the thirty (30) day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his/her appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the thirty (30) day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline. In cases of oral warnings, the supervisor shall inform the employee that he/she is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's

immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said eighteen (18) month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within thirty (30) calendar days of the employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the

employee, either party may refer the dispute to arbitration under the relevant provisions of this Agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1. Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of a suspension between eleven (11) and thirty (30) days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the employee and written approval of the Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the Employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employee may request in writing to the department head for review of said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice of discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within

three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2. Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a

written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less or for suspensions of eleven (11) days through thirty (30) days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the employee and written approval of the Union.

Step 4. If the matter is not settled at Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of Sections 11.1 and 11.2 a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the

circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - IMMEDIATE SUPERVISOR

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or

the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration

unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7)

working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to

resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator. Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and

the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs. An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/Union at Step II.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives.

The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being

understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the

date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being

taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read

his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to the questioned by any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the

employee has the opportunity to respond thereto. If the employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O.(1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in

accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2)(b)(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The

arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event

any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including:

(a) publicly disclaiming such action as not called or sanctioned by the Union and

(b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for Sections 13.1, 13.2, 13.3, 13.4 of this Article, or by reliance on any list, notice, certification or assignment furnished under any of such provision or 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, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

The City and the Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use

electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

Section 13.2

It is further agreed that thirty (30) days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the rights of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member

after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, thirty (30) days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contraction administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Acting in a Higher Rated Job

An employee who is asked to perform and does perform substantially all the duties of higher rated job classification to the satisfaction of the Employer for more than five (5) days shall be paid at the higher rate and/or attend in-service meetings intended for the classification.

The time limits for such individual assignments to higher-rated jobs shall be ninety (90) days, except where a regular incumbent is on leave of absence, in which case the time limit shall be six (6) months. The time limits may be extended by mutual agreement of the parties. To the extent the Employer

continues to require the performance of the duties of the higher-rated job beyond the time limits set forth herein, the assignment shall be treated as an "Employer-determined vacancy" within the meaning of Article 8 of this Agreement, and shall be subject to the applicable posting and bidding provisions of that Section.

Section 14.2 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties, it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not assign bargaining unit work to the jurisdiction of another bargain unit, without agreement of the Unions involved.

Section 14.3 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with

assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Bridge Operator is on vacation, an electrician shall not be assigned as a replacement Bridge Operator. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.4 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and

shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.5 Rules of Conduct Changes

When the Employer proposed to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a

reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected Employee.

Section 14.6 Safety

(A) The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

(B) The Employer shall be responsible for and hold employees harmless for pay and monies or damages which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement, subject to the conditions set forth in Section 14.6(E) and 14.6(F).

(C) Employees shall have legal representation by the Employer in any civil cause of action brought against an employee so long as the employee is acting within the scope of his employment.

(D) Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Section.

(E) The Employer will provide the protection set forth in 14.6(B) and 14.6(C) above provided that the employee is acting within the scope of his/her employment and where the employee cooperates, as defined in 14.6(D), and the City of Chicago in defense of the action or actions or claims.

(F) Any obligation of the Employer to indemnify employees for punitive damages assessed, adjudged or otherwise levied

shall be based upon City ordinances and/or State statues providing for such indemnification.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll Period**
- **Payroll Number**
- **Employee Number**
- **Name**
- **Title Code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e., address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured file transfer protocol (SFTP) available to the Union to receive the information.

~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Employer's Meetings

Any time an employee spends in any meeting under the direction of the Employer shall be considered as hours worked under this Agreement.

Section 14.9 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by

the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.9.

Section 14.10 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a) Plan (or any similar successor Plan agreed to by the Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to that employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

ARTICLE 15
LAYOFFS AND RECALL

Section 15.1

When there is an impending layoff with respect to any employee in the bargaining unit, the Employer shall notify the affected Union and employees to be laid off no later than fourteen (14) days prior to such layoff, except where layoffs result from a sudden emergency beyond the control of the administration of the Employer and/or as a result of the City

Council, such notice shall be given to the Union and the employees as soon as the employer has knowledge thereof. The Employer will provide the Union the names of all employees to be laid off prior to the layoff. Probationary employees shall be laid off first, the employees shall be laid off in accordance with their classification seniority, provided the employees remaining have the ability to perform the job needed to the satisfaction of the Employer.

Section 15.2 Hiring During Layoffs

No new employees may be hired to perform duties normally performed by a laid off employee while employees are laid off.

Section 15.3 Layoffs and Recall

The least senior employee in the affected job classification shall be laid off first, provided the employees has the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job in the department, and further provided, the layoff does not have a negative effect on the Employer's effort to ensure equal employment opportunities. "Seniority" shall mean, for purposes of this Section, the employee's service in the job title (time-in-title).

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the department provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off, subject to the same provisions.

Employees shall retain and accumulate seniority and continuous service while on layoff.

ARTICLE 16
CONTINUOUS SERVICE

Section 16.1

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of thirty (30) days or less; or

2 An absence where the employee is adjudged eligible for duty disability compensation.

Section 16.2 Interruption in Service

Employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave for more than thirty (30) days

(2) absences due to suspension

(3) unpaid leaves of absence for more than thirty (30) days or unless employees are allowed to accumulate seniority under this Agreement.

Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher.

Section 16.3 Reciprocity

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such services credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 16.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work

days without notifying the employee authorized Employer representative unless the circumstances preclude the employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 16.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first ~~six (6)~~ **twelve (12)** months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after ~~six (6)~~ **twelve (12)** months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2) if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have worked more than twelve (12) consecutive months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60)**

days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.

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

ARTICLE 17
SEPARABILITY

Section 17.1

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time.** ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 18
UNION REPRESENTATION

Section 18.1 Union Stewards

The Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes. Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 18.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present

its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 18.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

ARTICLE 19
SUBCONTRACTING

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and

address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

ARTICLE 20
DRUG AND ALCOHOL PROGRAM

Section 20.1 Policy Statement

The City of Chicago's 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 City and the employees under this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 health work environment for all employees, the following drug and alcohol program is also established.

Section 20.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 20.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 20.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 independent laboratory accredited by NIDA or any successor

agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 20.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

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

Section 20.5 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 the voluntary Employee Assistance Program.

ARTICLE 21
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 21.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 21.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at

least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 22
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~, **2022** both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than one-hundred twenty (120) days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given, the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically

referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 23

TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~, **2017** and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;

2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:

   (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a

projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;

- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~Non-Prevailing Wage Rate Reopener~~

~~Four-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second~~

~~five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~Five-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term~~

~~(07/01/2012 to 06/30/2017) set forth in Article 4, Section 4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the_____ day of _____, ~~2007~~ **2018** .

CITY OF CHICAGO	**INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 150 - BRIDGE OPERATORS**
By: _____	By: _____
	By: _____
	By: _____

SIDE LETTER

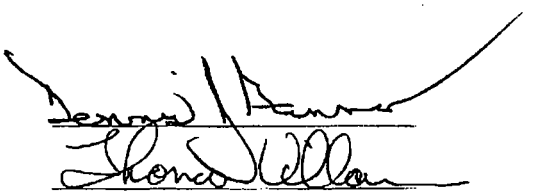
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

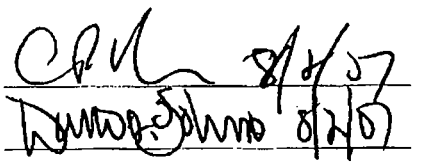
a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:



FOR THE CITY OF CHICAGO:



SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.
- Comprehensive Communication and Outreach Strategies.

FOR COUPE:

FOR THE CITY OF CHICAGO:

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

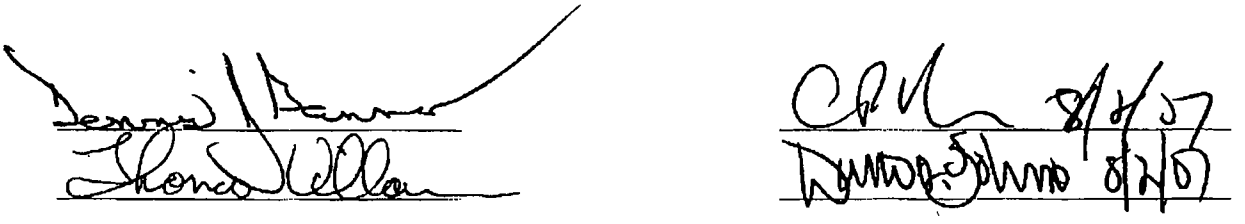
Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

FOR THE CITY OF CHICAGO:



COLLECTIVE BARGAINING AGREEMENT

Between

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION NO. 134, AFL-CIO

And

CITY OF CHICAGO

Effective July 1, 20~~0~~17
Through
June 30, 20~~1~~722

Ratified by City Council on:

CITY OF CHICAGO
AGREEMENT WITH
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL
UNION NO. 134, AFL-CIO

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CITY OF CHICAGO
AGREEMENT WITH
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL
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AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and the International Brotherhood of Electrical Workers, Local Union No. 134, AFL-CIO (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union. In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Electrical Mechanic

Electrical Mechanic (Radio)

Electrical Mechanic - (B)

Electrical Mechanic (Automotive)

Electronic Technician

Foreman of Electrical Mechanics

General Foreman of Electrical Mechanics

Electrical Inspector

Supervising Electrical Inspector

Assistant Chief Electrical Inspector

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and

extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to ensure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color,

religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~**17**, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United

States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**

- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~**Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

~~• Effective 01/01/2017 - 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.5 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City**

Council, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.6 Hire Rates

Section 4.6(a) Electrical Mechanic B

Employees hired after February 13, 1986 as Electrical Mechanic (B), who are on the payroll as of July 18, 2005, or who are on lay-off and have recall rights as of that date, shall receive the increases **provided in Section 4.3 and 4.4 above.**

Further, said employees shall receive the monthly rate of pay as specified in Appendix B. appended to, and made part of this Agreement. For the life of this Agreement, Electronics Technicians shall receive the same pay rate as Electrical Mechanic B.

Section 4.6(b) Electrical Mechanic (Automotive)

Employees hired after February 13, 1986 as Electrical Mechanic (Automotive) shall receive the wage rate on a monthly basis as set forth in Appendix B hereto, and made part of this Agreement.

Except for the Department of Fleet Administration, Electrical Mechanic (Automotive) employees shall receive the same increases as applicable to Electrical Mechanic B employees as set forth in Section 4.6(a) above. The wage rates applicable to Electrical Mechanic (Automotive) employees in the Department

of Fleet Administration are the subject a separate agreement between the parties. Effective July 1, 2005, Electrical Mechanic (Automotive) employees in Police Motor Maintenance shall be included under the terms of the separate agreement applicable to such employees in the Department of Fleet Administration.

Section 4.7 Assistant Chief Electrical Inspector

Employees in the job classification Assistant Chief Electrical Inspector shall receive the rates of pay as specified in Appendix A, appended to, and made a part of this Agreement.

Section 4.8 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of four (4) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 4.9 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of

15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 4.10 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 4.11 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.

The time limits for acting into higher rated jobs shall ~~be ninety (90) days,~~ **not exceed one hundred eighty (180) days,** except where a regular incumbent is on leave of absence, in which case the time limit ~~shall be for six (6) months~~ **for acting into such position may not exceed one (1) year, and no individual employee can act up into that position for more than ninety (90) days. The time** ~~which~~ limits may be extended upon by mutual agreement of the parties. **If the one hundred eighty (180) day limit is extended to one (1) year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee.** ~~If the Employer continues to require the performance of the duties of the higher rated job beyond the time limits herein (or as extended by agreement of the parties),~~ **To the extent that the Employer continues to require the performance of the duties of the higher rated job beyond the time limits set forth herein, the position**

shall be treated as a "permanent vacancy" within the meaning of Section - of this Agreement and the Employer shall post and fill the job as a "permanent vacancy" ~~under the terms of this Agreement~~ **subject to the applicable provisions of that Section.**

Section 4.12

Where the Employer requires an employee to remain on call, and available for work, and the employee is not able to come and go as he/she pleases, such time shall be paid as time worked at the applicable rate.

Section 4.13 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee

Payroll Inquiry Form" attached hereto as Appendix C. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 5
HOURS OF WORK AND OVERTIME

Section 5.1 Work Day and Work Week

This Article shall not be a guarantee of hours of work per day or week. Eight (8) hours between 8:00 a.m. and 4:30 p.m. shall constitute a regular work day, except where other hours are currently in effect and as set forth in Appendix D. Forty (40) hours within five (5) days -- Monday through Friday

inclusive - shall constitute a work week, except for shift personnel. For shifts positions requiring a seven (7) day continuous operation, the work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 p.m. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The start times for shift personnel currently vary based on the operational needs of the departments as determined by the Employer and as set forth in Appendix E.

It is agreed that for employees not assigned to shift positions, the Employer may change the established starting times of a department, bureau, work unit, crew or individual upon fourteen (14) days written notice to the Union and affected employees, and discussion with the Union. Said starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without agreement by the Union. Failure to comply with this provision shall result in the payment of appropriate premium time to affected employees. In changing an employees schedule under the terms of this paragraph, the Employer will first solicit volunteers, and if an insufficient number of employees volunteer, it will assign employees at the affected locations to earlier starting times by reverse order seniority.

Section 5.2 Overtime

All work performed prior to the start of the regular shift on a regularly scheduled workday and work week shall be paid for at one and one-half (1-1/2) times the regular straight time rate of pay. All work performed after eight (8) hours worked in any 24 hour period shall be considered overtime and paid for at the rate of one and one half (1-1/2) times the regular straight time rate provided the employee completes the normal work week or is absent with the Employer's permission.

For non shift employees, all work performed on Saturday up to 4:30 p.m. when Saturday is not part of the employee's work week shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All other overtime work on Saturday after 4:30 p.m. to Monday 8:00 a.m. when this time is not part of the employee's regular work week shall be paid for at two (2) times the regular straight time hourly rate of pay.

For shift employees whose regular work week includes Saturday and/or Sunday, all work performed on the first scheduled day off of the shift employee's regular work week shall be paid at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All work performed on the second scheduled day off of the shift employees regular work week shall be paid at two (2) times the regular straight time hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime

under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked. **All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.**

Section 5.3 Overtime Distribution

A reasonable amount of overtime and/or premium time shall be condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Section 5.4

The Employer will not change an employee's normal work week or normal work day for the purpose of avoiding payment of overtime or holiday pay. It is understood that forces may be reduced on holidays without a change in schedule.

Section 5.5 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1 Current Holidays

a) Full-time hourly employees shall receive eight hours straight-time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

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

c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Beginning July 1, 1995, all employees who are regularly assigned to work at the Chicago Public Library system shall not receive Columbus Day as a regular holiday. All such employees instead receive holidays in accordance with the Chicago Public Library system's holiday schedule.

NOTE: The system observes the following holidays:

New Year's Day
Martin Luther King, Jr.'s Birthday
Lincoln's Birthday
Washington's Birthday
Pulaski Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

d) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid

personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, except for Christmas, New Year's Day, and Dr. Martin Luther King's Birthday, he/she shall be paid at the rate of two and one-half (2 1/2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

An employee working on Christmas, New Year's Day and Dr. Martin Luther King's Birthday shall be paid at the rate of two (2) times his/her regular hourly rate (which includes holiday

pay) for all hours worked plus eight (8) hours off with pay (compensatory time).

If the employee is not required to work on calendar holiday specified in Section 6.1, such employee shall be paid eight hours straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Determining Work Days as Holidays

A holiday is the calendar day running from midnight to midnight. An employees whose workday extends over parts of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 6.4 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.5 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees who regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1:, following his/her January 1 eligibility.

Continuous Service Prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the

amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3 Forfeit of Vacation

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days (**up to three **(3)** ~~such~~ ~~vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year.**

Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks, ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4 Employees Laid-Off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability in

accordance with the provision of Section 7.3 of this Agreement) or engaged in conducting violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate of Vacation Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Selection

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the

date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~**Section 7.7 Reciprocity With Other Agencies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District~~

~~of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.8 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six (6)** of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection)**. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the**

week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish

proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1 Definition

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence for one year or less or layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) Unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 calendar days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~Section 8.3 Reciprocity~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of~~

~~advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement**, will be regarded as probationary employees for the first **twelve (12)** ~~six (6)~~ months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after **twelve (12)** ~~six (6)~~ months shall be career service employees and shall have their seniority date made

retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2)** if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or**

otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.

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

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

(a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

(b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage **based on the applicable**

percentage of their base salary (not including overtime) limited by the salary cap:

	Single	Employee +1	Family	Salary Cap
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765%**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
Jan. 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
Jan. 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

~~(1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE +1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

~~(2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of~~

~~coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

Effective January 1, 2019, prescription benefits shall be subject to an annual deductible of $35 per Employee (one annual deduction per household).

Effective January 1, 2021, prescription benefits shall be subject to an annual deductible of $75 per Employee (one annual deduction per household).

(c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

(d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to

the grievance procedure provided for in the Agreement between the Employer and the Union.

(e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

(f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

(g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

(h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued

medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to ~~create~~ **maintain** 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

(a) Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

(b) Appointment by the City and Coalition of a Co-Chair and Vice-Co-chair as designated in the Trust Agreement.

(c) Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

(d) Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions bargaining units) by 2020. The parties will work through the LMCC to

identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree

that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty. Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-**

law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the **serious health condition.** ~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in

accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a

form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.6 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee

may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to the employee's entitlement to Duty Disability.

Section 10.7 Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job/classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave

of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in service provisions in this agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided

reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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**

- **Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or**
- **Up to two (2) weeks paid parental leave for the birth of a child or children by 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.**

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1 Disciplinary Action

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the

Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has seven (7) days from receipt of the notice to appeal. If the employee does not file an appeal within the seven (7) day period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel

Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the employer to retain the employee on the payroll beyond the 30-day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the

reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 calendar days of the employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a pre-disciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police Board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the

employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1. Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the Employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employee may request in writing to the department head for review of said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice or discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2. Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the

employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4. If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievances and Arbitration

Except as in disciplinary provisions of 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter noting compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance with the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - Immediate Supervisor

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what

Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union Representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the construction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to

follow instructions or orders, shall be cause for discipline.

Step III - Arbitration

If the matter is not settled in Step II, the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the

grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party.

Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall

be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure, or which would become moot due to the length of time necessary to

exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the Union at Step II or Step III.

B. Pertinent Witnesses And Information

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials. A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonable. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and

the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked. If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly,

or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her

administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and

the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section 11.4, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2)(b)(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators.

Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1 No Strikes

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2 Union Efforts

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3 Discipline

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4 No Lockout

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3, and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or 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, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

The City and Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

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

Section 13.2 Fair Share

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3 Right of Non-Association

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon

the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4 Condition of Employment

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement. Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The

Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees; except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if an Electrical Mechanic is on vacation, a Carpenter shall not be assigned as a replacement electrical Mechanic. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing

herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply

to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek

review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

The City agrees to provide representatives from Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-

Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Section 14.5 Rules of Conduct

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected Employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state

occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee as to the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's

performance of an assigned task presented the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, he will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll period**
- **Payroll Number**
- **Employee number**
- **Name**
- **Title code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e. address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured transfer protocol (SFTP) available to the Union to receive the information. ~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Filling of Permanent Vacancies

The Employer shall determine if there is a permanent vacancy to be filled, and at any time before said vacancy is filled, whether or not said vacancy shall be filled.

Employees within a department who desire a change in shift, day off group or work location of their job assignment

shall request such change in writing on the Employer's form. 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, provided the employee has the present ability to perform the required work without further training.

Employees may file such requests in December for the period beginning in January and continuing through June of the following year and in June for the period beginning in July and continuing through December. Employees accepting a transfer shall be allowed one such transfer only in any six (6) month period.

When filling vacancy and there are no said employees who have requests on file, the Employer shall select the employee in the job classification in the department from the recall or reinstatement list, if any, in accordance with the recall procedures in this Agreement.

When filling a vacancy and there are no said employees who have requests on file and no eligible employees on said lists, the Employer shall post the vacancy for 14 days. **The Employer will post ~~vacancy~~ vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted ~~announcements~~ for fourteen (14) days on the CAREERS WEBSITE.** ~~The posting of an Employer determined permanent vacancy shall be on the bulletin boards at each Employer physical site in the Department and at other~~

~~bargaining unit locations specifically identified and requested by the Union for such posting(s). The union shall receive notice of such posting at least one (1) day prior to the opening of such posting.~~

The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify. Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders.

Qualified bargaining unit employees shall be given an equal opportunity to bid on jobs which are declared vacant by the Employer. The Employer shall select the most qualified applicant, provided that employee applicants shall have preference over non-employee applicants, unless the non-employee applicants have demonstrably greater skill and ability to perform the work required. Where applicants are relatively equally qualified, the Employer shall select the most senior employee. The Employer shall determine whether applicants are "relatively equally qualified" based upon such evidence as performance evaluations, experience, training, proven ability and similar criteria.

"Seniority" shall mean for purposes of this Section, the employee's continuous service in bargaining unit title(s).

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notifies by the Department Head and information of the reason for non-selection.

The successful bidder for any job under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period to believe that the successful bidder cannot perform the 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.

Section 14.9 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who

is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet

to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.10 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense

reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.10.

Section 14.11 Employee Development and Training

(a) Employees shall be granted reasonable amount of leave without loss of pay to attend professional meetings which the Employer determines are related to their employment with the City, unless an employee absence would interfere with the operating needs of the Employer. Such requests shall not be unreasonably denied.

(b) Employees may, with the written consent of the Department Head or his/her designee, adjust the employee's schedule to permit attendance at courses of instruction. Such consent shall not be unreasonably denied.

(c) Employees required by the Employer to attend training courses of seminars shall have time in attendance at such meetings paid at the appropriate rate of pay and shall be reimbursed for costs incurred by such attendance, subject to the cost reimbursement rules of the Employer. The Employer may request proof of attendance and the costs incurred.

Training courses of seminars to meet federal, state or county mandated professional requirements shall not be covered under this Section, except that current practice as to paid time and course reimbursement for courses or seminars to meet federal, state or county professional standards shall not be diminished during the term of this Agreement. If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, et the Employer's sole expense, to be subject an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit

access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through the process.

Section 14.12 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records

related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through the process.

ARTICLE 15
LAYOFF AND RECALL

Section 15.1

Provisional appointees and probationary employees with less than ninety (90) days of service shall be terminated prior to the layoff of Career Service employees. Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job. "Seniority" shall mean, for purposes of this Section, the employee's-continuous service in bargaining unit title(s). A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training. Employees shall be recalled in the reverse order they were laid off.

ARTICLE 16
SEPARABILITY

Section 16.1

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any

final and binding court decision, as well as any Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time.** ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 17
UNION REPRESENTATION

Section 17.1 Union Stewards

Union Stewards The Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes. Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on

behalf of the Union. Any transfers of Union Stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's 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 City and the employees under this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 health work environment for all employees, the following drug and alcohol program is also established.

Section 18.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles

owned, leased or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee

has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 shell will be subject to termination.

(c) Drug and alcohol testing will be conducted by an independent laboratory accredited by NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as

"positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

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

Section 18.5 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 the voluntary Employee Assistance Program. This Article will not diminish any languages to the contrary in any other Coalition Union Agreement.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship

and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix G.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building

and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit

(excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:

(a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as

set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach

agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~**Non-Prevailing Wage Rate Reopener**~~

~~**Four-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~**Five-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the~~

~~Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

INTERNATIONAL BROTHERHOOD OF

CITY OF CHICAGO	**ELECTRICAL WORKERS, LOCAL UNION NO. 134, AFL-CIO**
By: _____	By: _____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:

_____

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FOR THE CITY OF CHICAGO:

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LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.

- Comprehensive Communication and Outreach Strategies.

FOR COUPE:

_____

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FOR THE CITY OF CHICAGO:

_____

_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

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FOR THE CITY OF CHICAGO:

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_____

COLLECTIVE BARGAINING AGREEMENT

Between

THE CEMENT MASONS' UNION
LOCAL NO. 502

And

CITY OF CHICAGO

Effective July 1, ~~2007~~ 2017
Through
June 30, ~~2017~~ 2022

Ratified by City Council on: ~~December 12, 2007~~

CITY OF CHICAGO
AGREEMENT WITH
THE CEMENT MASONS' UNION
LOCAL NO. 502

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CITY OF CHICAGO
AGREEMENT WITH
THE CEMENT MASONS' UNION
LOCAL 502

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and The Cement Masons' Union Local 502 (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classification:

Cement Finisher

Foreman of Cement Finishers

District Concrete Supervisor

Plasterer

Foreman of Plasterers

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used

herein, refers to the above job classification, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations;

to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to ensure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3 Grievance of Alleged Violation

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~**17**, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on

such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~**Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in

any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.4 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.5 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll

period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned

check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues

regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

Section 4.6 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned. The time limits for ~~such individual assignments to~~ **acting into higher-rated jobs shall not exceed one hundred eighty (180) days** ~~be ninety (90) days~~, except where a regular incumbent is on leave of absence, in which case the time limit **for acting into such position may not exceed one (1) year** ~~be six (6) months~~ **and no individual employee can act into that position for more than ninety (90) days.** The time limits may be extended by mutual agreement of the parties. **If the one hundred eighty (180) day**

time limit is extended to one year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee. To the extent the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits set forth herein, the ~~assignment~~ **position** shall be treated as a "permanent vacancy" within the meaning of Section 14.10 of this Agreement~~,~~ and **the employer** shall ~~be subject to the applicable~~ **post~~ing~~** and **fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.**

ARTICLE 5
HOURS OF WORK AND OVERTIME

Section 5.1 The Workday and Workweek

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of five (5) consecutive eight (8) hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 p.m. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal work day shall begin at 8:00 a.m. and end at 4:30 p.m. as determined by the Employer.

Notwithstanding the foregoing, it is agreed that the Employer may change the established starting time of the Monday

through Friday work day for a department, bureau, work unit, crew or individual upon fourteen (14) days' written notice to the Union and affected employees, and discussion with the Union. Said starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without agreement by the Union. Failure to comply with this provision shall result in the payment of appropriate premium time to affected employees.

Section 5.2 Overtime

All work performed in excess of forty (40) hours worked per week; or in excess of eight (8) hours worked per day when the employee has forty (40) hours of work or excused absences; or on Saturday or Sunday as such when Saturday and Sunday are not part of the Employee's regular work week; or on the sixth or seventh consecutive day worked, shall be paid for at two (2) times the regular straight time hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked. **All overtime earned under this Section shall be paid to**

employees, not later than the second regular payday following the end of the payroll period in which it is earned.

Section 5.3 Overtime Distribution

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. Planned overtime and/or premium time on a Saturday or Sunday, or the sixth or seventh day of work as applicable, shall be rotated among employees starting with the most senior. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Section 5.4 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An

employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.5 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.6 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.7 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1 Current Holidays

(a) Full-time hourly employees shall receive eight hours straight-time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) The benefits set forth in (a) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked. If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight (8) hours at straight time for such holiday. All holiday time shall be considered time worked for the purpose of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday and/or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the

Department Head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1 Amount

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service Prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who worked at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days (**up to three **(3)** ~~such vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided**

for under this Agreement. ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4 Employees Laid Off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except

where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In this event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate of Vacation Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Selection

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the

date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~**Section 7.7 Reciprocity With Other Agencies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District~~

~~of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.7 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six (6)** of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection).** Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the**

week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish

proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1 Definition

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or

2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) Unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 calendar days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first **twelve (12)** ~~six (6)~~ months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after **twelve (12)** ~~six (6)~~ months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be

subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2)** if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60)**

days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.

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

Section 8.6 Seasonal Employment

A seasonal employee is an employee who is employed in a job title for a period not to exceed 180 calendar days for temporary work related to or caused by seasonal needs. Such appointments shall expire automatically at midnight on the 180th day. Such employees may be reappointed for temporary work related to or caused by seasonal needs, with the written concurrence of the Budget Director and Commissioner of Personnel, to an additional thirty-day term which shall expire at midnight of the 30th day. One further said thirty-day reappointment for the same purposes may be made upon similar Budget Director and Commissioner of Personnel approval. The Employer shall notify the Union of the number and job titles of any such reappointments. It is

understood and agreed that the hiring and retention of seasonal employees shall be at the discretion of the Employer.

Seasonal appointees shall not become Probationary Career Service or Career Service employees by virtue of length of service in a seasonal appointment.

Seasonal employees shall not be eligible for holidays, vacations, sick leave for salaried employees, vision care, dental, life and accident benefits, bereavement pay or jury duty, but will be provided with group health insurance under the same eligibility and conditions as other employees covered by this Agreement, except that elective medical care and pre-existing conditions, as those terms are defined in the standard group insurance policy, shall be excluded.

Seasonal employees shall be compensated at the same rate as career service employees. Seasonal employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures.

Seasonal employees shall be eligible for recall to seasonal positions in which they have accumulated either (a) four (4) months of said seasonal service during the 1984-85 winter season, or (b) five (5) months of said seasonal service from and after July 1, 1983, provided that such employees:

1. shall not have received a negative evaluation during their last seasonal appointment and shall not have

received (a) more than one written warning or (b) a disciplinary suspension in any Employer position;

2. shall be available, fit for duty and subject to the same pre-employment screening procedures as are new applicants for employment when recalled, and shall have the present ability without further training to immediately perform the duties of the position to which they are recalled;

3. shall not refuse recall. Upon recall, the employee shall promptly notify the Employer of his/her desire to return to work and shall be available to report for employment within seventy-two (72) hours of said notice or the employee shall be deemed to have refused recall;

4. shall have been recalled within one year of the expiration of their last seasonal employment; and

5. shall not have resigned or incurred a break in service during a period of appointment.

Employees who do not meet and continue to meet all of the five (5) conditions stated above, shall have their names permanently removed from the recall list.

Evaluations shall not be subject to the grievance procedure, except that the Employer shall not, after January 1, 1985, give a seasonal employee a negative evaluation for an arbitrary or capricious reason for the purpose of preventing the

employee from becoming eligible for recall under this Section, and, only to that limited extent may such Employer action be subject to grievance.

A seasonal employee who is hired on an annual recurring basis within one year of his/her last termination; and who accumulated twelve (12) months of said seasonal service from and after July 1, 1983, shall not be a career service employee but shall receive the benefits under this Agreement which are given to probationary employees.

Effective January 1, 2001, a seasonal employee who is hired on an annual recurring basis within one year of his/her last termination, and who accumulates 12 months of said seasonal service, shall receive the benefits under this Agreement which are given to career service employees, and shall remit full contributions toward their health care coverage as set forth in Article 9 below.

Effective January 1, 2001, seasonal employees with less than 12 months of seasonal service will continue to receive their current benefit package, but will pay a pro-rata share of the full contribution toward their health care coverage. The amount of that contribution shall be approximately 90% of the employee medical contribution for career service employees. ~~For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SINGLE EMPLOYEE+1 FAMILY~~

~~SALARY~~	~~0.92529%~~	~~1.42173%~~	~~1.77345%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.72~~	~~19.55~~	~~24.38~~
~~$40,000~~	~~15.42~~	~~23.70~~	~~29.56~~
~~$50,000~~	~~19.28~~	~~29.62~~	~~36.95~~
~~$60,000~~	~~23.13~~	~~35.54~~	~~44.34~~
~~$70,000~~	~~26.99~~	~~41.47~~	~~51.73~~
~~$80,000~~	~~30.84~~	~~47.39~~	~~59.12~~
~~Maximum rate~~	~~34.74~~	~~53.37~~	~~66.56~~

~~Effective July 1, 2006, these contributions at selected salary levels per pay period will be adjusted as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~14.54~~	~~22.34~~	~~27.86~~
~~$40,000~~	~~19.39~~	~~29.78~~	~~37.15~~
~~$50,000~~	~~24.23~~	~~37.22~~	~~46.43~~
~~$60,000~~	~~29.07~~	~~44.68~~	~~55.72~~
~~$70,000~~	~~33.92~~	~~52.12~~	~~65.01~~
~~$80,000~~	~~38.76~~	~~59.56~~	~~74.30~~
~~$90,000~~	~~43.52~~	~~67.01~~	~~83.58~~
~~$100,000~~	~~48.46~~	~~74.46~~	~~92.87~~

Effective upon ratification, in the event the Employer intends to impose a disciplinary suspension with respect to a seasonal employee with at least five (5) years of seasonal service, as defined herein, and where the suspension would result in a loss of pay for the employee, 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. At the meeting the Employer will notify the employee and the Union of the contemplated disciplinary action and the reason(s) underlying it. The

employee and the Union will be given the opportunity to respond to the accusations at the meeting. This meeting shall be informal and there shall be no witnesses present unless both parties agree. The Employer may, at its option, conduct further investigation after this meeting. In the event discipline is imposed it shall not be subject to the grievance procedure, as nothing in this provision shall be deemed as altering the non-Career Service status of seasonal employees. This provision shall not apply where the suspension is the result of application of progressive discipline for violation of the Employer's time and attendance policies, provided that the Employer shall, upon request, provide the Union with copies of the employee's time and attendance record.

Upon request by either party made after one year from the date of ratification of this Agreement, the parties shall meet to discuss any proposed changes to this Section 8.6.

Section 8.7 Filling Vacancies

The Employer shall determine if there is a permanent vacancy to be filled, and at any time before said vacancy is filled, whether or not said vacancy shall be filled.

Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which are declared vacant by the Employer. The Employer shall select the most qualified applicant. Where applicants are equally qualified, the Employer shall select the most senior employee of those applying who has

the greatest ability to fill the needs determined by the Employer with due regard to the Employer's efforts to ensure equal employment opportunities. "Ability" shall be determined by the Employer based upon performance evaluations, experience, training, proven ability and similar criteria.

The Employer will post vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted for fourteen (14) days on the CAREERS WEBSITE. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify. Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders

"Seniority" shall mean, for purposes of this Section, the employee's service in the job title (time in title) within the employee's current department.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and

discussion of documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notifies by the Department Head and information of the reason for non-selection.

The successful bidder for any job under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period to believe that the successful bidder cannot perform the 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.

Section 8.8 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer

may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through the process.

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

(a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

(b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions

toward their health care coverage **based on the applicable percentage of their base salary (not including overtime) limited by the salary cap:**

	Single	Employee +1	Family	Salary Cap
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765%**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
Jan. 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
Jan. 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

~~(1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE +1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

~~(2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for~~

~~single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

Effective January 1, 2019, prescription benefits shall be subject to an annual deductible of $35 per Employee (one annual deduction per household).

Effective January 1, 2021, prescription benefits shall be subject to an annual deductible of $75 per Employee (one annual deduction per household).

(c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

(d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to

the grievance procedure provided for in the Agreement between the Employer and the Union.

(e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

(f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

(g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

(h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued

medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to ~~create~~ **maintain** 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

(a) Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

(b) Appointment by the City and Coalition of a Co-Chair and Vice-Co-chair as designated in the Trust Agreement.

(c) Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

(d) Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions bargaining units) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If,

prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive

days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was~~

~~receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,**~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the **serious health**

condition. ~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Personal Leaves

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Employees shall be entitled to personal leaves of absence without pay for a period of up to eight (8) work weeks during any twenty-four (24) month period for any of the following reasons:

1. the birth of a child of the employee;

2. the placement of a child with the employee for adoption or foster care; or

3. in order to care for the employee's child, parent or spouse who has a serious health condition.

An employee desiring to take family leave shall provide reasonable advance notice of the leave to the Employer, and the Employer shall grant the employee family leave provided the employee gives reasonable proof of the need for, and duration of, such leave. An employee must take such leave in segments of not less than one (1) week. Such leaves shall be subject to the same terms and conditions as all other unpaid personal leaves, provided that employees shall have a right to return to the job unless the employee would have been laid off as a result of the normal operation of seniority. Hourly employees on leave pursuant to this paragraph shall continue to receive medical coverage at the Employer's expense.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this

Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.6 Duty Disability Leaves

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an

employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with the subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to the employee's entitlement to Duty Disability.

Section 10.7 Medical Leaves

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3 month periods. The employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job/classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a

period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State,

District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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**

- **Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or**
- **Up to two (2) weeks paid parental leave for the birth of a child or children by 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.**

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1 Procedure for Department Review of Disciplinary Action

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the

Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel Board hearing, provided that said employee shall be guaranteed upon request, a full hearing, before said Board, in accordance with the said Board's rules.

It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given thirty (30) days advance notice of discharge, and has seven (7) days from receipt of the notice to appeal. If the employee does not file an appeal within the seven (7) day appeal period, the employer may then remove the employee from the payroll. If the employee

appeals the discharge, the Personnel Board shall be requested to set a hearing date within the thirty (30) day notice period and the employee shall remain on the pay roll for the full notice period, except if prior to completion of the thirty (30) day notice period; (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the employer to retain the employee on the payroll beyond the thirty (30) day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee. In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not

use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 calendar days of the employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a pre-disciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police Board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to

agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1 Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the union and employee. Discipline shall be administered as soon as possible after the employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employee may request in writing to the Department Head for review of said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days or receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice or discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2 Within three (3) working days or any mutually agreed upon extension after the Department Head or designee receives the employee's request for review, the Department

Head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The Department Head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3 Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The Department Head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall

automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4 If the matter is not settled at Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a

grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - Immediate Supervisor

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall

not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head/or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or

the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the

other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II, the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the

Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The

failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party.

Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator

shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure, or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the Union at Step II or Step III.

B. Pertinent Witnesses and Information

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes

precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-

incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any nongovernmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the

Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed

upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1 No Strikes

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2 Union Efforts

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action

against the Union to establish responsibility for such unauthorized conduct.

Section 12.3 Discipline

The Employer may terminate the employment of or otherwise discipline any employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4 No Lockout

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3, and 13.4 of this Article, or in reliance on any list, notice, certification or

assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The City and Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

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

Section 13.2 Fair Share

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3 Right of Non-Association

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4 Condition of Employment

Each employee who on the effective date of this Agreement is a member of the union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, thirty (30) days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior

thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the Unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if an Asbestos Worker is on vacation, a Plumber shall not be assigned as a replacement Asbestos Worker. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of

whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other

affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be

admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

The City agrees to provide representatives from Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and

independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publications and notice to the affected employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee concerning the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presented the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, he will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll period**
- **Payroll Number**
- **Employee number**
- **Name**
- **Title code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**

- **Contact information (i.e. address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured transfer protocol (SFTP) available to the Union to receive the information. ~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.9 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union,

the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.9.

ARTICLE 15
LAYOFFS/RECALL

Section 15.1 Layoffs/Recall

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are relatively equal among the other employees in the job. "Seniority" shall mean, for purposes of this Section, the employee's service in the job title (time-in-title) City-Wide.

ARTICLE 16
SEPARABILITY

Section 16.1 Separability

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject**

to re-negotiation by the Parties within a reasonable period of time. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

ARTICLE 17
UNION REPRESENTATION

Section 17.1 Union Stewards

The Union will advise the Employer in writing, of the names of the Stewards in each Department or area agreed upon with the Employer and shall notify the Employer promptly of any changes. Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the Stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or Departments because of their activities on behalf of the Union. Any transfers of Union Stewards from their job classifications or Departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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 procedures.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's 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

City and the employees under this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the Employer 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 health work environment for all employees, the following drug and alcohol program is also established.

Section 18.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until

test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 independent laboratory accredited by the NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be

prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

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

Section 18.5 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 the voluntary Employee Assistance Program.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the

postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:
   (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any

individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~**Non-Prevailing Wage Rate Reopener**~~

~~**Four-Year:** This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a~~

~~then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~**Five-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage~~

~~adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO **THE CEMENT MASONS' UNION LOCAL 502**

By: _____ By: _____

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.

Comprehensive Communication and Outreach Strategies.

FOR COUPE:	**FOR THE CITY OF CHICAGO:**
_____	_____
_____	_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

SEASONAL EMPLOYMENT - "EQUAL DIGNITY"

Agree to the following in a Side Letter to this Agreement:

Effective upon ratification, in the event the Employer imposes a uniform disciplinary suspension on all members of a crew (including both career service and seasonal employees) for a disciplinary infraction(s) committed by that crew, and the Employer subsequently reduces the suspension imposed on the career service members of the crew to a lower, uniform level of discipline, and where the seasonal employee member(s) of the crew is not more culpable than the career service employees whose discipline was reduced, considering any prior relevant discipline, then the Employer shall reduce the discipline imposed on the seasonal employee(s) to the same amount as imposed on the career service employee crew members.

FOR COUPE: **FOR THE CITY OF CHICAGO:**

_____ _____

_____ _____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKERS
LOCAL UNION NO. 27, CHICAGO AND VICINITY

And

CITY OF CHICAGO

Effective July 1, 20~~0~~17
Through
June 30, 201~~7~~22

Ratified by City Council on: ~~December 12, 2007~~ ,2018

CITY OF CHICAGO
AGREEMENT WITH
GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKERS
LOCAL UNION NO. 27, CHICAGO AND VICINITY

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CITY OF CHICAGO
AGREEMENT WITH
GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKERS
LOCAL UNION NO. 27, CHICAGO AND VICINITY

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and Local 27, Glaziers, Architectural Metal and Glass Workers (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Glazier Foreman
Glazier

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to ensure maximum efficiency of operations; to establish and enforce fair production standards; and to

determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely ~~effect~~ **affect** the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employee alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~**17,** employees covered by this agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17,** through the period ending June 30, 20~~17~~**22,** the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.5 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~, **the date of final ratification of this Agreement by the City**

Council, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.6 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.

The time limits for acting into higher rated jobs shall not exceed one hundred eighty (180) days, except where a regular incumbent is on leave of absence, in which case the time limit for acting into such position may not exceed one (1) year, and no individual employee can act up into that position for more than ninety (90) days. The time limits may be extended by mutual agreement of the parties. If the one hundred eighty (180) day limit is extended to one (1) year due to a regular incumbent on

leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee. To the extent that the Employer continues to require the performance of the duties of the higher rated job beyond the time limits set forth herein, the position shall be treated as a "permanent vacancy" within the meaning of Section - of this Agreement and the Employer shall post and fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.

Section 4.7 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's

timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and

inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 5
HOURS OF WORK

Section 5.1

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of five (5) consecutive 8-hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 p.m. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal work day shall begin at 8:00 a.m. and end at 4:30 p.m. as determined by the Employer.

Notwithstanding the foregoing, it is agreed that the Employer may change the established starting time of the Monday through Friday work day for a department, bureau, work unit, crew or individual upon fourteen (14) days written notice to the Union and affected employees, and discussion with the Union. Said starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that

period. No employee shall be placed on a split shift without agreement by the Union. Failure to comply with this provision shall result in the payment of appropriate premium time to affected employees.

Section 5.2 Overtime

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day where the employee has 40 hours of work or excused absences, shall be paid for at one and one-half (1 1/2) times the regular straight time hourly rate of pay for the first 2 hours of overtime work; all other overtime work shall be paid for at 2 times the regular straight time hourly rate of pay. Work performed on Saturday, when Saturday is not part of the employee's regular work week; or the sixth consecutive day worked, shall be paid for at one and one-half (1 1/2) times the regular hourly rate of pay for the first eight hours of overtime work; all other overtime work shall be paid for at two (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. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime

under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.

Section 5.3 Overtime Equalization

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Section 5.4 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four(4) hours work or pay for that day. If the employee works more than four (4) hours, he shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.5 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.6 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time

spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.7 Compensatory Time

Any banked overtime and/or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1

(a) Full time hourly employees shall receive eight hours straight time pay for the holidays set forth below:

1. New Years Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

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

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal

day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

(d) The benefits set forth in (a),(b) and (c) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of

two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a

time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility.

Continuous Service Prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employee separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employee who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3 Forfeit of Vacation

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the

employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days (**up to three **(3)** ~~such~~ ~~vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4 Employee Laid Off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate of Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall

receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Selection

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a

Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~**Section 7.7 Reciprocity With Other Assemblies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have~~

~~the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.8 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six** of their vacations days one or more days(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection).** Such days(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days**

scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i) mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.**

The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service

for the time worked. Continuous service credit will not be earned for:

1) absences without leave

2) absences due to suspension

3) unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

b) Seasonable employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

c) Seasonable employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement~~

~~within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first ~~six (6)~~ **twelve (12)** months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after ~~six (6)~~ **twelve (12)** months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2)** if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary

period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have worked more than twelve (12) consecutive months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.**

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

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS ~~LIFE AND ACCIDENT BENEFITS~~

Section 9.1

a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage, **based on the applicable percentage of their base salary, subject to the then-applicable salary cap:**

~~1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE+1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~

~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

	Single	Employee + 1	Family	Salary Cap
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
July 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
July 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

~~2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

c) The benefits provided herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

Effective January 1, 2019, prescription drug benefits shall be subject to an annual deductible of $35 per household. Effective January 1, 2021, prescription drug benefits shall be subject to an annual deductible of $75 per household.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Labor Management Cooperation Committee ("LMCC") pursuant to applicable and 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

a. Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

b. Appointment by the City and Coalition of a Co-Chair and Vice-Cochair as designated in the Trust Agreement.

c. Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

d. Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to

a mutually agreed upon arbitrator, who will be limited to selecting either the City's or the Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of

death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided

that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~The City proposes to change the salaried employee sick pay provisions of the Agreement as follows:~~

~~Salaried employees who are granted paid sick leave as of the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, as long as he/she continued to work under a classification that was receiving sick leave at the execution of this Agreement.~~

~~Notwithstanding the foregoing,~~ **E**~~e~~ffective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members,**

who shall include (or may be expanded upon by the City): (i) mother, father, husband, wife, brother or sister (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the hospitalization and recovery. Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leave shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves.

Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the

employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.6 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such

denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with the subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to employee's entitlement to Duty Disability.

Section 10.7 Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one year segments. Employees on medical leaves of absence shall

return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions of this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of

absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to employees for the purpose of service as Laborer Representative or officer with the International State District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave the employee shall not include a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be

granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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
- Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to two (2) weeks paid parental leave for the birth of a child or children by 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.

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to have the interrogation unduly delay. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 7 days from receipt of the notice to appeal. If the employee does not file an appeal within the 7-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee

withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during

said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 calendar days of the employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police Board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees

which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1. Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the Employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employee may request

in writing to the department head for review of said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice of discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2. Within three (3) working days or any mutually agreed upon extension after the department head or designed receives the employee's request for review, the department head or designed shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designed shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and

communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union. In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 days of the employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the department head or designed and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designed shall render a

written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4. If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of Sections 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of

the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - Immediate Supervisor

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in

letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas

where employee notices are normally posted and submitted to the Union. Failure to post and so notify the union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees

shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may

agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator

shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/union at Step II.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union

representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the

arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an

unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life

of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack

in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes,

picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless

revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3 and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or 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, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

The City and the Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Glazier is on vacation, a Clerk shall not be assigned as a replacement Glazier. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right

to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that

the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this

Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a) Plan (or any similar successor Plan agreed to by the Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to that employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected Employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good

and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee as to the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presents the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll Period**
- **Payroll Number**
- **Employee Number**

- **Name**
- **Title Code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e., address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured file transfer protocol (SFTP) available to the Union to receive the information.

~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions;~~

~~Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.9 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the

maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section.

Section 14.10 Filling of Permanent Vacancies

The Employer will post vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancy shall be posted for 14 days on the CAREERS website. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify the Union. Prior to the commencement of the selection process, the Employer will provide the Union with a list of qualified bidders.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents considered during the hiring process, including documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall

be so notified by the Department Head and informed of the reasons for non-selection.

The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based on the employee's job performance at any time during that period that the successful bidder cannot perform the 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.

Section 14.11 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certifies that the employee is fit for duty, the employee may elect or the Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician

who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through this process.

ARTICLE 15
LAYOFF AND RECALL

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job in the department. "Seniority" shall mean, for purposes of this Section, the employee's continuous service in any bargaining unit title(s) city-wide.

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order in which they were laid off.

ARTICLE 16
SEPARABILITY

Section 16.1

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time.** ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 17
UNION REPRESENTATION

Section 17.1 Union Stewards

The Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union Stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2

The Union shall have the right and responsibility to represent the interest of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the

formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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 change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's 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 of 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 City and the employees covered by this Agreement serve. Furthermore, the economic cost of providing health care services

to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 health work environment for all employees the following drug and alcohol program is also established.

Section 18.2 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, and employee on the job or the premises of the Employer.

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

(d) Employees: 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 Cause: 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee

has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 independent laboratory accredited by the NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively established that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designed in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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, or any employee.

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

Section 18.5 Employee Assistance Program

Employees are encouraged to seek help for a drug or alcohol program before it deteriorates into a disciplinary matter and may participate if they wish in the voluntary Employee Assistance Program.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the

"Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive.

Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically

referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;

2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:

(a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should

either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~Non-Prevailing Wage Rate Reopener~~

~~Four-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~Five-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an~~

~~across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO

By: _____

GLASIERS, ARCHITECTURAL METAL AND GLASS WORKERS LOCAL UNION NO. 27, CHICAGO AND VICINITY

By: _____

PAINTERS' DISTRIC COUNCIL LOCAL 14

By: _____

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

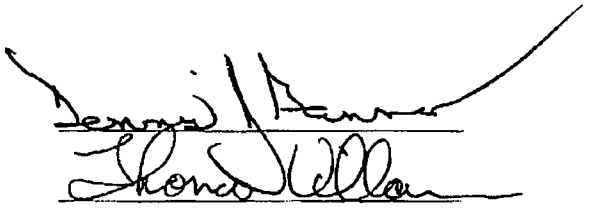
Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 19 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

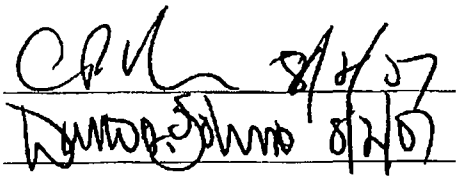
b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:



FOR THE CITY OF CHICAGO:



LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.
- Comprehensive Communication and Outreach Strategies.

FOR COUPE:

FOR THE CITY OF CHICAGO:

8/6/07

8/2/07

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

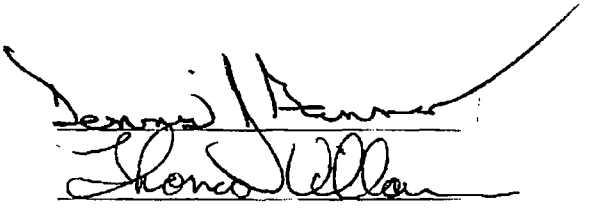
FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:



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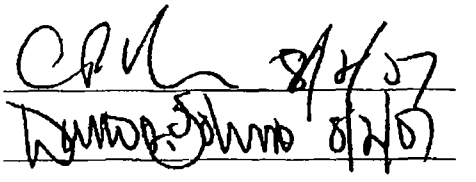

COLLECTIVE BARGAINING AGREEMENT

Between

WINDOW CLEANERS UNION
Local 73, SEIU

And

CITY OF CHICAGO

Effective July 1, ~~2007~~ 2017
Through
June 30, ~~2017~~ 2022

Ratified by City Council on: ~~December 12, 2007~~

City of Chicago
Agreement With
WINDOW CLEANERS UNION
Local 73, SEIU

Table of Contents

CITY OF CHICAGO
AGREEMENT WITH
THE WINDOW CLEANERS UNION
LOCAL 73, SEIU

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and the Window Cleaners Union, Service Employees International Union, Local 73 (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Window Washer

~~Window Washer (Sub Foreman)~~

Foreman of Window Washers

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used

herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause: to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reason: to hire, classify, transfer and assign work, promote, demote, or recall: to make and enforce reasonable rules and regulations, to maintain order and efficiency: to schedule the hours of work, to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract: the right to determine the number of employees and

how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations: to establish and enforce fair production standards: and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of

this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans with Disabilities Act "ADA" to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~**17**, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act

as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~**Governing First Five Years of this Agreement (07/01/2007 to 06/30/2012)**~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~**Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

~~• Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.5 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City**

Council, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.6 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.

The time limits for acting into higher rated jobs shall not exceed one hundred eighty (180) days, except where a regular incumbent is on leave of absence, in which case the time limit for acting into such position may not exceed one (1) year, and no individual employee can act up into that position for more than ninety (90) days. The time limits may be extended by mutual agreement of the parties. If the one hundred eighty (180) day

limit is extended to one (1)year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee. To the extent that the Employer continues to require the performance of the duties of the higher rated job beyond the time limits set forth herein, the position shall be treated as a "permanent vacancy" within the meaning of Section - of this Agreement and the Employer shall post and fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.

Section 4.7 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is

entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the

City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

Section 4.7 Window Washer Pay

Effective 1/1/2018, new hires into the Window Washer job classification will receive the prevailing rate as described in paragraph 2(a) of the September 5, 2012 Memorandum of Agreement between the parties. Current employees in the Window Washer job classification will be red-circled at their current rate of pay. Increases will not be provided to the wage rate of the red-circled employees until such time as the prevailing rate eclipses the red-circled rate. At that time, the red-circled rate will be brought up to match the prevailing rate in accordance with Article 4 of the CBA. Thereafter, any future increases will also be applied in accordance with Article 4 of the CBA.

ARTICLE 5
HOURS OF WORK AND OVERTIME

Section 5.1

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week. The normal work week shall consist of five (5) consecutive eight (8) hour and two (2) consecutive days off, except where the Employer's

operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 p.m. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The starting time of employees shall be between the hours of 5:00 a.m. and 7:00 a.m., as determined by the Employer. The Employer may change the time of its normal work day or work week upon reasonable notice to, and upon request, discussion with the Union.

The Department of Aviation will make reasonable efforts to provide a posting of anticipated assignments weekly in advance for their Window Washing crews. The intention of the posting is to provide notice to employees when the Department anticipates specific Indoor/Outdoor job duties that will need to be performed. It is understood by the parties that posted anticipated assignments are subject to change in response to weather, emergencies, and other unforeseen circumstances or operational needs.

Section 5.2 Overtime

All work performed in excess of forty (40) hours worked per week: or in excess of eight (8) hours worked per day when 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 in the Employer's work week, shall be paid for at one and one-half (1 ½)

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 in the Employer's work week shall be paid for at two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen (15) minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked. **All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.**

Section 5.3 Overtime Distribution

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provisions as in Section 5.3(a).

Section 5.4 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.5 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.6 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.7 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1

(a) Full-time salaried employees shall receive the following days off without any change in their regular salary:

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

(b) The benefits set forth in (a) above shall be paid provided the employee is in pay status the full scheduled work

day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission: such permission shall not be unreasonably denied.

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

Section 6.2 Payment for Holiday

If an employee scheduled to work on any calendar holiday as specified in Section 6.1 he/she shall be paid at the rate of two

(2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight (8) hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be, observed the Friday before the holiday: said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holiday which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the Department Head, provided the employee works the full scheduled workday

immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service Prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year: or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is

applicable, by twelve (12): the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least eighty (80) hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days** (up to three **(3)** ~~such vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be

scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of

absence without pay in excess of thirty (30) days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employees regular job at the time the vacation is being taken, times eight (8) hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific

vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~Section 7.7 Reciprocity With Other Agencies~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.7 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six (6)** of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection).** Such day(s) off shall be approved by the employee's supervisor and such approval shall not be

unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.**

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law,**

mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1

Continuous Service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence for one (1) year or less or layoff of thirty (30) days or less; or

2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

1. absences without leave,
2. absences due to suspension,
3. Unpaid medical leaves of absence for more than thirty (30) days or layoff for more than thirty 30) days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of one hundred twenty (120) days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of one hundred twenty (120) days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of~~

~~Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on

layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first **twelve (12)** ~~six (6)~~ months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after **twelve (12)** ~~six (6)~~ months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2)** if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary

period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.**

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

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

(a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

(b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage **based on the applicable percentage of their base salary (not including overtime) limited by the salary cap:**

	Single	Employee +1	Family	Salary Cap
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765%**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
Jan. 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
Jan. 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

~~(1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below.~~

~~For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE +1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

~~(2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

Effective January 1, 2019, prescription benefits shall be subject to an annual deductible of $35 per Employee (one annual deduction per household).

Effective January 1, 2021, prescription benefits shall be subject to an annual deductible of $75 per Employee (one annual deduction per household).

(c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

(d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

(e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

(f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer,

the Employer shall pay for only one family insurance or family health plan.

(g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

(h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to ~~create~~ **maintain** 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

(a) Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

(b) Appointment by the City and Coalition of a Co-Chair and Vice-Co-chair as designated in the Trust Agreement.

(c) Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

(d) Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions bargaining units) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the

proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employees immediate family such employee shall be entitled to a leave of absence up to a maximum of three (3) consecutive days including the day of the funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as he/she is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight (8) hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate

authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation)

shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's**

domestic partner is registered with the Department of Human Resources. In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the **serious health condition.** ~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Personal Leaves

Non-probationary employees may apply for a leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.6 Duty Disability Leaves

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten (10) working days upon receipt of verified authorization from the approving

authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employees former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to the employee's entitlement to Duty Disability.

Section 10.7 Medical Leaves

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to three (3) months, provided said leaves shall be renewable for like three (3) month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to

return to work. Employees who return from said medical leaves of absence promptly after their doctor's release within one (1) year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his/her previous job assignment for a period of up to one (1) year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in service provisions in this Agreement.

After one (1) year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one (1) year on a medical leave of absence shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

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 retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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
- Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to two (2) weeks paid parental leave for the birth of a child or children by 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.

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable time and places and shall not commence until the union representative arrives, provided that the Employer does

not have to wait an unreasonable time and the Employer does not have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given thirty (30) days advance notice of discharge, and has seven (7) days from receipt of the notice to appeal. If the employee does not file an appeal within the seven (7) day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the thirty (30) day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the thirty (30) day notice period (1) the Hearing Officer affirms the discharge: or (2) the employee continues the discharge hearing: or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond thirty (30) day period.

The Union shall have the right to have its representatives present at either of the Board(s) for the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that he/she is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of the witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 calendar days of the employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a

pre-disciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure for Department Review of Disciplinary Action Including Suspension

Step 1

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the

Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the Employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employee may request in writing to the department head for review of said disciplinary action on a form provided by the Employer.

Said request for review shall be in writing and submitted within three (3) working days or receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice of discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employees right to review.

Step 2

Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employees request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designee shall render a written decision within two (2)

working days of the meeting, except where both parties agree a further investigation is required. The absence of such Agreement or failure to decide and communicate such decision, will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and Union.

Step 3

Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union Representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The Department Head or Designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limit set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary

action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4

If the matter is not settled at Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of Sections 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step. Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - IMMEDIATE SUPERVISOR

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the

employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least

once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance

together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the

instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union

shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator. Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena

witnesses and require the production of pertinent documents at the request of either party.

Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs. An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute.

The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute,

including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/Union at Step II.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union

representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of

post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be

questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought

against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It

is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2)(b)(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may

mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

Article 12
NO STRIKES-NO LOCKOUT

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3, and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The City and Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

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

Section 13.2

It is further agreed that thirty (30) days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member

after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, thirty (30) days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of

another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Window Washer is on vacation, a Motor Truck Driver shall not be assigned as a replacement Window Washer. The Employer shall not Arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right

to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to

that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the

dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

The City agrees to provide representatives from Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will

include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in

accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee concerning the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presented the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll period**
- **Payroll Number**
- **Employee number**
- **Name**
- **Title code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**

- **Contact information (i.e. address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured transfer protocol (SFTP) available to the Union to receive the information. ~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a

reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.9 Filling Vacancies

The Employer shall determine if there is a permanent vacancy to be filled, and at any time before said vacancy is filled, whether or not said vacancy shall be filled.

Qualified employees shall be given an equal opportunity with other applicants to bid on jobs for promotion or transfer and which are declared vacant by the Employer. The Employer shall select the most qualified applicant. Where applicants are equally qualified, the Employer shall select the most senior employee with due regard to the Employer's efforts to ensure equal employment opportunities. "Ability" shall be determined by the Employer based upon performance evaluations, experience, training, proven ability and similar criteria.

"Seniority" shall mean, for purposes of this Section, the employee's service in the job title (time-in-title).

The Employer will post vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be

provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted for fourteen (14) days on the CAREERS WEBSITE. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify. Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notifies by the Department Head and information of the reason for non-selection.

The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employees job performance at any time during that period that the successful bidder cannot perform the 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.

Section 14.10 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer.

Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.10.

Section 14.11 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for

duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through the process.

Section 14.12

Where employees are required by the employer to wear uniforms, it is agreed that the employer shall furnish them. The employees agree to take good care of such uniforms and to wear them only during working hours. The employer shall furnish boots to employees annually from the boot truck.

ARTICLE 15
LAYOFFS AND RECALL

Section 15.1 Layoffs

Probationary employees with more than ninety (90) days of service shall be laid off first. Thereafter, the least senior career service employee in the affected job classification shall

be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are relatively equal among the other employees in the job in the department. "Seniority" shall mean, for purpose of this Section, the employee's service in the job title (time-in-title).

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the department, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training. Employees shall be recalled in the reverse order they were laid off.

ARTICLE 16
SEPARABILITY

Section 16.1

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of**

time. ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 17

UNION REPRESENTATION

Section 17.1 Union Stewards

The Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the Stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union Stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

Section 17.4 Employee Orientation

Nothing herein shall preclude a Department from agreeing to allow the Union the opportunity to provide Union orientation to new employees on paid time.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's 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 City and the employees covered by this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the Employer 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 health work environment for all employees, the following drug and alcohol program is also established.

Section 18.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate an employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing

drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two (2) supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under influence of drugs or alcohol;

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one (1) year period.

(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 independent laboratory accredited by NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

(j) No laboratory report or test results shall appear in the incumbent's personnel file unless they are part of a

personnel action under this program, but shall be placed in a special locked file maintained by the Commissioner of Personnel, except as such disclosure may be required by this policy, law or ordinance.

Section 18.5 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 the voluntary Employee Assistance Program.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of

Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-

apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable

to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:
   (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a

projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;

- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

Non-Prevailing Wage Rate Reopener

Four-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.

Five-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO	**WINDOW CLEANERS UNION LOCAL NO. 73 SEIU**
By: _____	By: _____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:	FOR THE CITY OF CHICAGO:
_____	_____
_____	_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.

- **Comprehensive Communication and Outreach Strategies.**

FOR COUPE:	FOR THE CITY OF CHICAGO:
_____	_____
_____	_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

COLLECTIVE BARGAINING AGREEMENT

Between

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, LOCAL NO. 126

And

CITY OF CHICAGO

Effective July 1, ~~2007~~ 2017
Through
June 30, ~~2017~~ 2022

Ratified by City Council on: ~~December 12, 2007~~

CITY OF CHICAGO
AGREEMENT WITH
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, LOCAL NO. 126

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CITY OF CHICAGO
AGREEMENT WITH
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, LOCAL NO. 126

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and the International Association of Machinists and Aerospace Workers, Local No. 126 (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Senior Air Mask Technician

Air Mask Technician

Machinist

Machinist - Apprentice

Machinist (Automotive)

Machinist (Helicopter)

Machinist Helper

Machinist (Sub-Foreman)

Foreman of Machinists

General Foreman of Machinists

Supervising Air Mask Technician

Supervising Parking Meter Mechanic

Parking Meter Mechanic

Parking Meter Service

Water Meter Machinist

Water Meter Machinist - Trainee

Supervisor of Public Vehicle Inspectors

Manager of Public Vehicle Inspections

Service Writer Police Motor Maintenance

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific

and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested

exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely affect the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3 Grievances of Alleged Violations

Grievances by employees alleging violations of this Article shall be resolved through Step III of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~**17**, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**,

the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 - 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 - 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 - 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 - 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 – 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications

covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.4 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.5 Hire Rate(s)

Employees hired after February 13, 1986, who are performing the duties in the job classifications listed in Appendix B shall receive the monthly salary rate of pay set forth in Appendix B for the term of the Agreement. Effective September 1, 2000, employees in the job classification of Water Meter Machinist shall be paid on an hourly basis at a rate of pay of $.50/hour above the rate paid to the classification of Laborer-Water Distribution. As of that date, Water Meter Machinists will not accrue additional sick days and shall be eligible for the same holidays as all other hourly employees covered by this Agreement.

Section 4.6 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned. The time limits for ~~such individual assignments to~~ **acting into higher-rated jobs shall not exceed one hundred eighty (180) days** ~~be ninety (90) days~~, except where a regular incumbent is on

leave of absence, in which case the time limit **for acting into such position may not exceed one (1) year** ~~be six (6) months~~ **and no individual employee can act into that position for more than ninety (90) days.** The time limits may be extended by mutual agreement of the parties. **If the one hundred eighty (180) day time limit is extended to one year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee.** To the extent the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits set forth herein, the ~~assignment~~ **position** shall be treated as a "permanent vacancy" within the meaning of Section 14.10 of this Agreement~~,~~ and **the employer** shall ~~be subject to the applicable~~ **post~~ing~~** and **fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.**

Section 4.7 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this

Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer

will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues

regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 5
HOURS OF WORK AND OVERTIME

Section 5.1 The Work Week

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of five (5) consecutive 8-hour days Monday through Friday and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 p.m. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The start times of employees currently vary between the hours of 6:00 a.m. to 8:30 a.m., 4:00 p.m. and midnight as determined by the Employer. The Employer may change the currently established time of its normal work day or work week for a department, bureau, work unit, crew or individual upon fourteen (14) days written notice to, and upon request,

discussion with the Union. Said changes in starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without agreement by the Union. Failure of the Employer to comply with this provision shall result in the payment of appropriate premium time to affected employees.

It is the intention of the parties that the Union have meaningful input concerning any such changes and no changes shall be made by the Employer for arbitrary or capricious reasons.

Section 5.2 Overtime

All work performed after eight (8) hours worked in any 24 hour period; 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, provided the employee completes the normal work week or is absent with the Employer's permission. All work performed on Sunday as such when Sunday is not part of the employee's regular work week, or on the seventh consecutive day worked, shall be paid for at two (2) times the regular straight time hourly rate of pay, provided the employee completes the normal work week or is absent with the Employer's permission. Such overtime shall be computed on

the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked. All overtime shall be paid in the next regular paycheck. **All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.**

Section 5.3 Overtime Distribution

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training.

A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the

work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3(a).

Section 5.4 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four 4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.5 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.6 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.7 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory

time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1

(a) Full-time hourly employees shall receive eight hours straight-time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

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

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who

commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

(d) The benefits set forth in (a) and (b) above shall be paid 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 shall not be unreasonably denied.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on a paid holiday under this Agreement, except for Christmas, New Year's Day, and Dr. Martin Luther King's Birthday, he/she shall be paid at the rate of two and one-half (2 1/2) times his/her (which includes holiday pay) for all hours worked.

An employee working on Christmas, New Year's Day and Dr. Martin Luther King's Birthday shall be paid at the rate of two (2) times his/her regular hourly rate (which includes holiday pay) for all hours worked plus eight 8 hours off with pay (compensatory time) if the employee is a full-time employee and pro rata time off if the employee is a part-time employee.

If a full-time hourly employee is not required to work on a paid holiday under this Agreement, such employee shall be paid eight (8) hours at his/her regular straight time hourly rate for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Determining Work Days as Holidays

A holiday is the calendar day running from midnight to midnight. An employee whose workday extends over parts of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 6.4 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.5 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the

department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1 Amount

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1,

Continuous Service Prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rate vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rate vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rate basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days (**up to three **(3)** ~~such vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided**

for under this Agreement. ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4 Employees Laid Off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or

engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate of Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Vacation Picks

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the

date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~**Section 7.7 Reciprocity With Other Agencies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District~~

~~of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.7 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six (6)** of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection).** Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the**

week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish

proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1 Definition

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty 80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) Unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other~~

~~employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.43 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.54 Probationary Employment

New employees, **hired after ratification of this Agreement**, will be regarded as probationary employees for the first **twelve**

(12) ~~six (6)~~ months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after **twelve (12)** ~~six (6)~~ months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2)** if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the

department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.43 of this Agreement. **Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.**

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

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

(a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions

applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

(b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage **based on the applicable percentage of their base salary (not including overtime) limited by the salary cap:**

	Single	**Employee +1**	**Family**	**Salary Cap**
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765%**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
Jan. 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
Jan. 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

~~(1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

ANNUAL SALARY	SINGLE 1.0281%	EMPLOYEE +1 1.5797%	FAMILY 1.9705%
Up to $30,000	12.50	19.00	22.00
$30,001	12.85	19.75	24.63
$40,000	17.14	26.33	32.84
$50,000	21.42	32.91	41.05
$60,000	25.70	39.49	49.26
$70,000	29.99	46.07	57.47
$80,000	34.27	52.66	65.68
$89,999	38.55	59.24	73.89
$90,000 +	38.60	59.30	73.95

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

(2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:

ANNUAL SALARY	SINGLE 1.2921%	EMPLOYEE+1 1.9854%	FAMILY 2.4765%
Under $30,000	$15.71	$23.88	$27.65
$30,001	$16.15	$24.82	$30.96
$40,000	$21.54	$33.09	$41.28
$50,000	$26.92	$41.36	$51.59
$60,000	$32.30	$49.64	$61.91
$70,000	$37.69	$57.91	$72.23
$80,000	$43.07	$66.18	$82.55
$90,000	$48.45	$74.45	$92.87
$100,000	$53.84	$82.73	$103.19

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

Effective January 1, 2019, prescription benefits shall be subject to an annual deductible of $35 per Employee (one annual deduction per household).

Effective January 1, 2021, prescription benefits shall be subject to an annual deductible of $75 per Employee (one annual deduction per household).

(c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

(d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

(e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

(f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

(g) The current practice permitting employees to use vacation or other time due during an illness in order to keep

his/her insurance in effect shall continue for the term of this Agreement.

(h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to ~~create~~ **maintain** 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

(a) Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

(b) Appointment by the City and Coalition of a Co-Chair and Vice-Co-chair as designated in the Trust Agreement.

(c) Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

(d) Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions bargaining units) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or Coalition

Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the

funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the

period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his or her jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of**

Human Resources. In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the **serious health condition.** ~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have

been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to the employee's entitlement to Duty Disability.

Section 10.6 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classifications, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks

during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave

Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.7 Medical Leaves

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The employer may request satisfactory proof of medial leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job/classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's

release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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**
- **Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or**
- **Up to two (2) weeks paid parental leave for the birth of a child or children by 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.**

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1 Disciplinary Action

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the

Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has seven (7) days from receipt of the notice to appeal. If the employee does not file an appeal within the seven (7) day period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30 day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30 day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the

employee withdraws his/her appeal or otherwise engages in conduct which delays the completion of the hearing. However, no event may the employee require the Employer to retain the employee on the payroll beyond the 30 day period. The Union shall have the right to have its representative present at either of the Board(s) or grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names

of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30

days of the Employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1. Within five (5) working days after an employee receives written notice of proposed disciplinary action,

including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employee may request in writing to the department head for review of said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days or receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice or discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2. Within three (3) working days or any mutually agreed upon extension after the department head or his/her designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step

III and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and/or his/her Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt

reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4. If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of Sections 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - IMMEDIATE SUPERVISOR

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than

twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union Representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the

Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors of the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following

instructions or orders the employee does not waive his/her right to process his or her grievance. Refusal to follow instructions or Order, shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II, the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the

event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party.

Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be

borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure, or which would become moot due to the length of time necessary to

exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the Union at Step II or Step III.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives.

The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be

set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken,

all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section

shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of

any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection.

To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack

in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1 No Strikes

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2 Union Efforts

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous

places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3 Right of Non-Association

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4 No Lockout

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3, and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The City and Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

Section 13.2 Fair Share

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3 Right of Non-Association

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4 Condition of Employment

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job

duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Machinist is on vacation, a Plumber shall not be assigned as a replacement Machinist. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of

whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this

Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

The City agrees to provide representatives from Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so

that Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall

be implemented without prior publication and notice to the affected Employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee concerning the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of

the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presented the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll period**
- **Payroll Number**
- **Employee number**

- **Name**
- **Title code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e. address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured transfer protocol (SFTP) available to the Union to receive the information. ~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Filling of Permanent Vacancies

The Employer shall determine if there is a permanent vacancy to be filled and at any time before said vacancy is filled whether or not said vacancy shall be filled.

Employees within a department who desire a change in shift, day off group or work location of their job assignment shall request such change in writing on the Employer's form. 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, provided the employee has the present ability to perform the required work without further training.

Employees may file such requests in December for the period beginning in January and continuing through June of the following year and June for the period beginning in July and continuing through December. Employees accepting a transfer shall be allowed one such transfer only in any six (6) month period.

In the Department of Fleet Administration, newly hired employees customarily are provided with a training period of up to six (6) months on the day shift at the main work location. Upon satisfactory completion of said training period, the new employee may be reassigned to the shift of another more senior

employee who has a timely transfer request on file and who desires to transfer to the new employee's assigned shift.

When filling a Vacancy and there are no said employees who have requests on file, the Employer shall select the employee in the job classification in the department from the recall or reinstatement list, if any, in accordance with the recall procedures in this Agreement.

Qualified bargaining unit employees shall be given an equal opportunity to bid on jobs which are declared vacant by the Employer. **The Employer will post vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted for fourteen (14) days on the CAREERS WEBSITE. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify the union.** In making selections, the Employer give preference to employee applicants over non-employee applicants, unless the non-employee applicants have demonstrably greater skill and ability to fulfill the needs determined by the Employer. The Employer shall select the most senior employee of those applying who has the greatest ability to fill the needs determined by the Employer.

"Ability" shall be determined by the Employer based upon performance evaluations, experience, training, proven ability and similar criteria.

"Seniority" shall mean for purposes of this Section, the employee's continuous service in any bargaining unit title(s) city-wide.

Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notifies by the Department Head and information of the reason for non-selection. ~~The posting of an Employer determined permanent vacancy shall be on bulletin boards at each Employer physical site in the department and other appropriate locations as determined by the Employer. Said vacancy shall be posted for 14 days.~~

The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to

demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee job performance at any time during that period that the successful bidder cannot perform the 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.

Section 14.9 Balancing Work Force

The Employer's movement of employees from one location, shift or day off schedule to another 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 locations, shifts, or day off schedule.

If the Employer intends to reduce the number of employees in a job classification at a location, shift or day off schedule and reassign them to another location, shift or day off schedule, the Employer shall seek volunteers among the employees in the affected job classification, provided that the volunteers have the present ability to perform the required work without further training.

If there are more volunteers than there are assignments, such reassignments shall be made on the basis of seniority. If there are insufficient volunteers available, the Employer shall reassigns employees using reverse seniority provided the

employees have the present ability to perform the required work without further training.

Section 14.10 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in

the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.11 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category

of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.~~11~~12.

Section 14.12 Detailing

Detailing is the temporary transfer of an employee to a work assignment within his/her job classification geographically removed from the employee's normal work site and/or to a different shift.

Employees shall not be detailed for more than sixty (60) days, unless the Employer gives advance written notice to the Union of its need to do so and confers with the Union upon request. In any event, no such assignment may extend beyond one

hundred and eighty (180) days without the agreement of the parties.

The Employer shall notify the employees of the requirements for said detailing and shall seek volunteers among the employees who have the then present ability to perform the work required without further training. If there are more volunteers than there are assignments, selections shall be made on the basis of seniority. If there are insufficient volunteers, the Employer shall assign the detailing by inverse seniority, starting with the least senior first, and attempt to rotate such assignments within each calendar year.

Thirty (30) days' advance notice of detailing shall be given to the employees if the need to detail is known; otherwise, as soon as reasonably possible.

Section 14.13 Bargaining Unit Seniority

For the purposes of this Collective Bargaining Agreement, "Seniority" shall mean an employees' continuous service in any bargaining unit title(s) city-wide without suffering a break in service.

Section 14.14 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent

for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through the process.

ARTICLE 15
LAYOFFS/RECALL

Section 15.1 Layoffs/Recall

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification shall be laid off first,

provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job. "Seniority" shall mean, for purposes of this Section, the employee's continuous service in any bargaining unit title(s) city-wide.

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off.

ARTICLE 16
SEPARABILITY

Section 16.1

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time.** ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 17
UNION REPRESENTATION

Section 17.1 Union Stewards

The Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union Stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the

formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's 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 their morale and productivity, all of which creates an undue burden on the persons which the City and the employees covered by this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 18.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 metabolize thereof.

Section 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 independent laboratory accredited by NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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 of personnel action, including discharge, of any employee.

(j) No laboratory report or test results shall appear in the incumbent's personnel file unless they are part of a personnel action under this program, but shall be placed in a special locked file maintained by the Commissioner of Personnel,

except as such disclosure may be required by this policy, law or ordinance.

Section 18.5 Employee Assistance Program

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into disciplinary matter and may participate if they wish in the voluntary Employee Assistance Program.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation,

monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take

appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree

to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but

no earlier than July 1, ~~2007~~ **2017,** and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022.**

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:
   (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal

Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in~~

~~Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~**Non-Prevailing Wage Rate Reopener**~~

~~**Four-Year:** This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011~~

~~regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~**Five-Year:** This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage~~

~~adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO	**INTERNATIONAL ASSOCIATON OF MACHINISTS AND AEROSPACE WORKERS - LOCAL 126**
By: _____	By: _____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.
- Comprehensive Communication and Outreach Strategies.

FOR COUPE:

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FOR THE CITY OF CHICAGO:

_____

_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

_____

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FOR THE CITY OF CHICAGO:

_____

_____

COLLECTIVE BARGAINING AGREEMENT

Between

PAINTERS' DISTRICT COUNCIL
LOCAL 14

And

CITY OF CHICAGO

Effective July 1, ~~2007~~ 2017
Through
June 30, ~~2017~~ 2022

Ratified by City Council on: ~~December 12, 2007~~

CITY OF CHICAGO
AGREEMENT WITH
PAINTERS' DISTRICT COUNCIL

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CITY OF CHICAGO
AGREEMENT WITH
PAINTERS' DISTRICT COUNCIL NO. 14

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and Painters' District Council No. 14 (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Automotive Painter

Automotive Painter (Sub-Foreman)

General Foreman of Painters

Painter

Painter (Sub-Foreman)

Foreman of Painters

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used

herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations;

to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 3.4 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~**17**, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on

such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~**Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in

any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.4 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council,** are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.5 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll

period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned

check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues

regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 5
HOURS OF WORK

Section 5.1

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of five (5) consecutive eight (8) hour days Monday through Friday, and two (2) consecutive days off, Saturday and Sunday.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight(one minute after 11:59 p.m. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal work day shall be 8:00 a.m. to 4:30 p.m., except where different hours are currently in effect.

Notwithstanding the foregoing, it is agreed that the Employer may change the established starting time of the Monday through Friday work day for a department, bureau, work unit, crew or individual upon fourteen (14) days written notice to the Union and affected employees and discussion with the Union. Said starting times shall not be scheduled more than two (2)

hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without agreement by the Union. Failure to comply with this provision shall result in the payment of appropriate premium time to affected employees.

Section 5.2 Overtime

Overtime and premium pay for employees shall be defined and paid in accordance with the historical and traditional practices of the Employer and the Union pursuant to the applicable collective bargaining agreement which is negotiated in the private sector and which historically and traditionally governs said payment. The Union shall certify and provide evidence to the Employer of said overtime and premium definitions and rates as described above.

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day when the employee has 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 employees' regular work week; or the seventh consecutive day worked, shall be paid for at one and one-half (1 1/2) times the regular hourly rate of pay. Such overtime shall be computed on

the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked. **All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.**

Section 5.3 Overtime Distribution

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority. "Seniority" shall mean, for purposes of this Section the employee's service in any bargaining unit title(s).

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or

premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3(a).

Section 5.4

The Employer shall have the option to add a second shift at O'Hare Airport and the Department of Transportation at times to be determined by the Employer. The second shift shall be composed of five (5) painters, one of whom shall be a subforeman. All persons assigned to the second shift shall be paid at the regular straight time hourly rate for painters then prevailing in this Agreement, except for the subforeman, who shall be paid at the applicable subforeman rate. The employer will not assign any person to the second shift who is currently employed by the Employer as a painter on the effective date of this Agreement, unless mutually agreed between the Union and the Employer. In the event of a lay-off of painters at O'Hare Airport, the Employer agrees that it will lay off painters on the second shift prior to laying off painters who are assigned to the regular shift. Nothing herein shall preclude the Employer from discussing with the Union during the life of this Agreement the possibility of increasing the size of the second shift, however, any change must be with the approval of the Union.

Section 5.5 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.6 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during

periods which are contiguous to his/her regularly scheduled shift.

Section 5.7 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.8 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall

be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1

(a) Full-time hourly employees shall receive eight hours straight-time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) Full-time salaried employees shall receive eight hours straight-time pay for the holidays set forth below:

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

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal

day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

(d) The benefits set forth in (a), (b) and (c) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission, such permission shall not be unreasonably denied.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1 he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled work week includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled work week includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service as of July 1	Vacation
Less than 6 years	13 days
6 or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if.

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time

employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days** (up to three **(3)** ~~such vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided**

for under this Agreement. ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except

where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the

date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~**Section 7.7 Reciprocity With Other Agencies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District~~

~~of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.7 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six (6)** of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection).** Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the**

week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish

proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or

2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) Unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 calendar days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first **twelve (12)** ~~six (6)~~ months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after **twelve (12)** ~~six (6)~~ months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary

employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2)** if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not**

have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.

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

Section 8.6 Filling Vacancies

(a) Bargaining Unit employees within a department who desire a change in location of their job assignment shall request such change in writing on the Employer's form at any time for the remainder of the calendar year.

(b) When filling a vacancy, the Employer shall select the most senior Bargaining Unit employee in the job classification in the department who has such a request on file, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation.

(c) When filling a vacancy and there are no said employees who have requests on file, the Employer shall select the Bargaining Unit employee with in the job classification in the

department from the recall or reinstatement list, if any, in accordance with the recall procedures in this Agreement.

(d) When filling a vacancy and there are no said employees who have requests on file and no eligible employees on said lists, the Employer shall post the job for bidding.

(e) Employees may bid on jobs the Employer determines to be permanently vacant for promotion or transfer to lower-rated, or equal-rated jobs. All applicants bidding on said jobs shall be considered as one group for selection purposes.

(f) **The Employer will post vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted for fourteen (14) days on the CAREERS WEBSITE. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify. Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders.** ~~The posting of an Employer-determined permanent vacancy shall be on bulletin boards at each Employer physical site in the Department and at other appropriate locations as determined by the Employer. Said vacancy shall be posted for 14 days. The posting shall contain at least the following: job title, qualifications, days off, hours, work location, if known, and rate of pay.~~

(g) Qualified bargaining unit employees shall be given an equal opportunity to bid on jobs which are declared vacant by the Employer for promotion or transfer. The Employer shall select the most qualified applicant. Where applicants are equally qualified preference shall be given to bargaining unit applicants. The Employer shall select the most senior employee of those applying who has the greatest ability to fill the needs determined by the Employer with due regard to the Employer's efforts to ensure equal employment opportunities. "Ability" shall be determined by the Employer based upon performance evaluations, experience, training, proven ability and similar criteria. "Seniority" shall mean, for purposes of this Section, the employee's service in the job (time-in-title) City-wide. **Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents considered during the hiring process, including documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notified by the Department Head and informed of the reasons for non-selection.**

(h) The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period that the successful bidder cannot perform the 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.

Section 8.7 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.

The time limits for acting into higher rated jobs shall ~~be ninety (90) days,~~ **not exceed one hundred eighty (180) days,** except where a regular incumbent is on leave of absence, in which case the time limit ~~shall be for six (6) months~~ **for acting into such position may not exceed one (1) year, and no individual employee can act up into that position for more than**

ninety (90) days. The time ~~which~~ limits may be extended upon by mutual agreement of the parties. **If the one hundred eighty (180) day limit is extended to one (1) year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee.** ~~If the Employer continues to require the performance of the duties of the higher rated job beyond the time limits herein (or as extended by agreement of the parties),~~ **To the extent that the Employer continues to require the performance of the duties of the higher rated job beyond the time limits set forth herein, the position shall be treated as a "permanent vacancy" within the meaning of Section - of this Agreement and** the Employer shall post and fill the job as a "permanent vacancy" ~~under the terms of this Agreement~~ **subject to the applicable provisions of that Section.**

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

(a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

(b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage **based on the applicable percentage of their base salary (not including overtime) limited by the salary cap:**

	Single	**Employee +1**	**Family**	**Salary Cap**
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765%**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
Jan. 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
Jan. 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

~~(1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE +1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

~~(2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

Effective January 1, 2019, prescription benefits shall be subject to an annual deductible of $35 per Employee (one annual deduction per household).

Effective January 1, 2021, prescription benefits shall be subject to an annual deductible of $75 per Employee (one annual deduction per household).

(c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

(d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

(e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

(f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

(g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

(h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive

continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to ~~create~~ **maintain** 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City

of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

(a) Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

(b) Appointment by the City and Coalition of a Co-Chair and Vice-Co-chair as designated in the Trust Agreement.

(c) Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

(d) Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions bargaining units) 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute

any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 CONSECUTIVE DAYS. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of

death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave**

Act, ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the **serious health condition**. ~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leaves shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the

employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.6 Duty Disability Leaves

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job

classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with the subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to employee's entitlement to Duty Disability.

Section 10.7 Medical Leaves

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job/classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same

geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in service provisions in this agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor

Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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**
- **Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or**
- **Up to two (2) weeks paid parental leave for the birth of a child or children by 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.**

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE

Section 11.1 Disciplinary Action

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of

Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 7 days from receipt of the notice to appeal. If the

employee does not file an appeal within the 7-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a stating of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a

disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 calendar days of the employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable, criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police Board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full

documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1. Within 5 working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the Employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the Employer may request in writing to the department head for review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice or discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of

receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2. Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a

written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet with five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon written request of the Union.

Step 4. If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievances and Arbitration

Except as in disciplinary provisions of Sections 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - IMMEDIATE SUPERVISOR

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested

remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the

Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without

prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the

Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized

only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/union at Step II.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where

this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the

arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the

interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation

indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination,

he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary

action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel,

members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

Section 11.5 Seasonal Employment

Effective upon ratification, in the event the Employer intends to impose a disciplinary suspension with respect to a seasonal employee with at least five (5) years of seasonal service, as defined herein, and where the suspension would result in a loss of pay for the employee, 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. At the meeting the Employer will notify the employee and the Union of the contemplated disciplinary action and the reason(s) underlying it. The employee and the Union will be given the opportunity to respond to the accusations at the meeting. This meeting shall be

informal and there shall be no witnesses present unless both parties agree. The Employer may, at its option, conduct further investigation after this meeting. In the event discipline is imposed it shall not be subject to the grievance procedure, as nothing in this provision shall be deemed as altering the non-Career Service status of seasonal employees. This provision shall not apply where the suspension is the result of application of progressive discipline for violation of the Employer's time and attendance policies, provided that the Employer shall, upon request, provide the Union with copies of the employee's time and attendance record.

Upon request by either party made after one year from the date of ratification of this Agreement, the parties shall meet to discuss any proposed changes to this Section 11.5.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or

group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless

revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3, and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The City and Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

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

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not

members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this

Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of

any other unit represented by another union shall not perform the work of said employees. For example, if a Painter is on vacation, a Plasterer shall not be assigned as a replacement Painters. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein

regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment

directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

The City agrees to provide representatives from Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar

days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee as to the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presented the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, he will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll period**
- **Payroll Number**
- **Employee number**
- **Name**
- **Title code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e. address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured transfer protocol (SFTP) available to the Union to receive the information. ~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career~~

~~Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.9 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum

reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.9.

Section 14.10 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician

certified that the employee is fit for duty, the employee may elect or Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through the process.

ARTICLE 15
LAYOFFS/RECALL

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job.

"Seniority" shall mean, for purposes of this Section, the employee's continuous service in any bargaining unit title(s) city-wide.

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Should more than one employee have the same hire date and seniority become an issue, seniority date tie breakers will be established through the toss of a coin.

Section 15.2 Notice of Layoff

The Union and employees (except probationary employees with less than 90 days of service) shall be provided with at least 14 days advance notice of a layoff, except in emergencies beyond the control of the Employer, in which event, such notice shall be given as soon as reasonably possible after the Employer knows. Such notice shall contain the name, position classification, department, work location, if available in the

Employer's records, and seniority date of each employee schedule to be laid off.

Employees shall be recalled in the reverse order they were laid off.

ARTICLE 16
SEPARABILITY

Section 16.1

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time.** ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 17
UNION REPRESENTATION

Section 17.1 Union Stewards

The Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the Stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union Stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the

formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's 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 City and the employees under this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working

environment. To this end, the employer 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 health work environment for all employees, the following drug and alcohol program is also established.

Section 18.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 shell will be subject to termination.

(c) Drug and alcohol testing will be conducted by an independent laboratory accredited by NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to

test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

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

Section 18.5 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 the voluntary Employee Assistance Program. This Article will not diminish any languages to the contrary in any other Coalition Union Agreement.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with

CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain

collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

- Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes

in health insurance benefits that becomes law and is effective during the term of this Agreement;

- The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:

  (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

  (b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost

increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order

to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~**Non-Prevailing Wage Rate Reopener**~~

~~**Four-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~**Five-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012~~

~~regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO

PAINTERS' DISTRICT COUNCIL 14

By: _____ By: _____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.

- Comprehensive Communication and Outreach Strategies.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

SEASONAL EMPLOYMENT – "EQUAL DIGNITY"

Agree to the following in a Side Letter to this Agreement:

Effective upon ratification, in the event the Employer imposes a uniform disciplinary suspension on all members of a crew (including both career service and seasonal employees) for a disciplinary infraction(s) committed by that crew, and the Employer subsequently reduces the suspension imposed on the career service members of the crew to a lower, uniform level of discipline, and where the seasonal employee member(s) of the crew is not more culpable than the career service employees whose discipline was reduced, considering any prior relevant discipline, then the Employer shall reduce the discipline imposed on the seasonal employee(s) to the same amount as imposed on the career service employee crew members.

FOR COUPE: **FOR THE CITY OF CHICAGO:**

COLLECTIVE BARGAINING AGREEMENT

Between

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL 73

And

CITY OF CHICAGO

Effective July 1, ~~2007~~ 2017
Through
June 30, ~~2017~~—2022

Ratified by City Council on:

CITY OF CHICAGO
AGREEMENT WITH
SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL 73

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CITY OF CHICAGO
AGREEMENT WITH
SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL 73

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and the Sheet Metal Workers' International Association, Local 73 (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Ventilation and Furnace Inspector

Supervising Ventilation and Furnace Inspector

Assistant Chief Ventilation and Furnace Inspector

Sheet Metal Worker

Foreman of Sheet Metal Workers

General Foreman of Sheet Metal Workers

Sign Hanger

Foreman of Sign Hangers

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including

(but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely affect the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the Union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~17, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~**Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay

in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.5 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.6 Inspectors

Inspectors employed under this Agreement shall receive the Foreman's rate of pay provided for in the Agreement referred to in Sections 4.1 and 4.2 above, except as specified in Section 4.7.

Section 4.7

The Assistant Chief Ventilation and Furnace Inspector will receive 50 cents per hour more than the General Foreman in accordance with the provisions of Sections 4.1 and 4.2 and as set forth in Appendix A attached hereto.

Section 4.8

New Sign Hangers who are without appropriate experience shall be compensated according to the following schedule:

1st 6 months of satisfactory service	60% of Journeyman Sign Hanger rate.
2nd 6 months of satisfactory service	65% of Journeyman Sign Hanger rate.
3rd 6 months of satisfactory service	70% of Journeyman Sign Hanger rate.
4th 6 months of satisfactory service	75% of Journeyman Sign Hanger rate.
5th 6 months of satisfactory service	80% of Journeyman Sign Hanger rate.
6th 6 months of satisfactory service	90% of Journeyman Sign Hanger rate.
Thereafter	100% of Journeyman Sign Hanger rate.

receive

Section 4.9 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.

The time limits for ~~such individual assignments to~~ **acting into higher-rated jobs shall not exceed one hundred eighty (180) days** ~~be ninety (90) days~~, except where a regular incumbent is on leave of absence, in which case the time limit **for acting into such position may not exceed one (1) year** ~~be six (6) months~~ **and no individual employee can act into that position for more than ninety (90) days.** The time limits may be extended by mutual agreement of the parties. **If the one hundred eighty (180) day time limit is extended to one year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee.** To the extent the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits set forth herein,

the ~~assignment~~ **position** shall be treated as a "permanent vacancy" within the meaning of Section 14.10 of this Agreement~~,~~ and **the employer** shall ~~be subject to the applicable~~ **posting** and **fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.**

Section 4.10 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union

over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 5
HOURS OF WORK

Section 5.1

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of five (5) consecutive eight hour days, Monday through Friday, and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal work day shall begin at 8:00 a.m. and end at 4:30 p.m., except where different hours are currently in effect.

Notwithstanding the foregoing, it is agreed that the Employer may change the established starting time of the Monday through Friday work day for a department, bureau, work unit, crew or individual upon fourteen (14) days written notice to the Union and affected employees, and discussion with the Union. Said starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without agreement by the Union. Failure to comply with this provision shall result in the payment of appropriate premium time to affected employees.

Section 5.2 Overtime

Overtime and premium pay for employees shall be defined and paid in accordance with the historical and traditional practices

of the Employer and the Union pursuant to the applicable collective bargaining agreement which is negotiated in the private sector and which historically and traditionally governs said payment. The Union shall certify and provide evidence to the Employer of said overtime and premium definitions and rates as described above.

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day where the employee has 40 hours of work or excused absences, shall be paid for at one and one-half (1 1/2) times the regular straight time hourly rate of pay for the first two hours of overtime worked; all other overtime work shall be paid for at two (2) time the regular straight time hourly rate of pay.

Work performed on Saturday, 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 for the first eight hours of overtime work; all other overtime work shall be paid for at two (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. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime

and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked. **All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.**

Section 5.3 Overtime Distribution

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3(a).

Section 5.4 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.5 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during

periods which are contiguous to his/her regularly scheduled shift.

Section 5.6 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.7 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1

(a) Full-time hourly employees shall receive eight hours straight-time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

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

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as

provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

(d) The benefits set forth in (a), (b) and (c) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1 he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service Prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in

Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days (**up to three **(3)** ~~such vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such

carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4 Employee Laid Off Or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate of Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Vacation Selection

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g. snow, flood, storms), a severe manpower shortage which may seriously hinder the

Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~**Section 7.7 Reciprocity With Other Agencies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and~~

~~counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.7 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six (6)** of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection).** Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF).**

Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible

to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) Unpaid leave of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first **twelve (12)** ~~six (6)~~ months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after **twelve (12)** ~~six (6)~~ months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2) if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the**

employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.

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

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

(a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

(b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage **based on the applicable percentage of their base salary (not including overtime) limited by the salary cap:**

	Single	Employee +1	Family	Salary Cap
July 1, 2017	1.2921%	1.9854%	2.4765%	$90,000
July 1, 2018	1.7921%	2.4854%	2.9765%	$100,000
Jan. 1, 2019	2.2921%	2.9854%	3.4765%	$115,000

Jan. 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

~~(1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE +1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

~~(2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~

~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

Effective January 1, 2019, prescription benefits shall be subject to an annual deductible of $35 per Employee (one annual deduction per household).

Effective January 1, 2021, prescription benefits shall be subject to an annual deductible of $75 per Employee (one annual deduction per household).

(c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

(d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

(e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

(f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

(g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

(h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written

communication from the Employer or its insurance carrier, or some other similar advisory.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to ~~create~~ **maintain** 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

(a) Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

(b) Appointment by the City and Coalition of a Co-Chair and Vice-Co-chair as designated in the Trust Agreement.

(c) Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

(d) Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions bargaining units) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or Coalition Unions'

offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee

deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same~~

~~sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,**~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the **serious health**

condition. ~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.6 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be

made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to employee's entitlement to Duty Disability.

Section 10.7 Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

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

on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before

taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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
- Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to two (2) weeks paid parental leave for the birth of a child or children by 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.

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further

provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 7 days from receipt of the notice to appeal. If the employee does not file an appeal within the 7-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and

conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not

be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 calendar days of the employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police Board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees

which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1. Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon written request of the Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the Employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employee may request in writing to the department head for review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice

of discipline. Said review form shall be printed on the back of or attached to the notice of discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2. Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to

discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon written request of the Union.

Step 4. If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a

grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance with the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - Immediate Supervisor

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in

letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head/or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and

submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a

copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - Arbitration

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to

advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the

production of pertinent documents at the request of either party.

Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/union at Step II.

B. Pertinent Witnesses and Information

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission

shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-

incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the

Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2)(b)(c) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed

upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer

agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3, and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance

upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The City and Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

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

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in

protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will

retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Sheet Metal Worker is on vacation, a Plumber shall not be assigned as a replacement Sheet Metal Worker. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline;

(d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement

of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to

the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

The City agrees to provide representatives from Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will

include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected Employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety

and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee concerning the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's

performance of an assigned task presents the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll period**
- **Payroll Number**
- **Employee number**
- **Name**
- **Title code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e. address, phone, email, if available)**
- **Date of hire and continuous service date**

- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured transfer protocol (SFTP) available to the Union to receive the information. ~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department

of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During

that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.9 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.9.

Section 14.10 Filling of Permanent Vacancies

The Employer shall determine if there is a permanent vacancy to be filled, and at any time before said vacancy is filled, whether or not said vacancy shall be filled.

The Employer will post ~~vacancy~~ **vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted** ~~announcements~~ for fourteen (14) days **on the CAREERS WEBSITE. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify. Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders**~~., and provide the Union with a copy of the announcement at the time it is posted.~~

Qualified bargaining unit employees shall be given an opportunity to bid on permanent vacancies declared by the Employer. In making selections, the Employer shall give preference to bargaining unit applicants over non-bargaining

unit applicants, except where non-bargaining unit applicants have demonstrably greater skill and ability to perform the work. In making a selection between two or more bargaining unit applicants who are equally qualified, the Employer shall select the most senior bidder. For purposes of this Section, seniority shall be determined by the employee's service in the employee's current job title (time-in-title) City-wide.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notifies by the Department Head and information of the reason for non-selection.

The successful bidder for any job under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period to believe that the successful bidder cannot perform the 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.

Section 14.11 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure

and maintain the confidential nature of all medical records obtained through the process.

ARTICLE 15
LAYOFF AND RECALL

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job.

"Seniority" shall mean, for purposes of this Section, the employee's service in the job title (time-in-title) City-wide.

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off.

ARTICLE 16
SEPARABILITY

Section 16.1

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such

invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time.** ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 17
UNION REPRESENTATION

Section 17.1 Union Stewards

The Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union Stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's 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 City and the employees under this Agreement serve. Furthermore,

the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 health work environment for all employees, the following drug and alcohol program is also established.

Section 18.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until

test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 shall will be subject to termination.

(c) Drug and alcohol testing will be conducted by an independent laboratory accredited by the NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

(j) No laboratory report or test results shall appear in the incumbent's personnel file unless they are part of a

personnel action under this program, but shall be placed in a special locked file maintained by the Commissioner of Personnel, except as such disclosure may be required by this policy, law or ordinance.

Section 18.5 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 the voluntary Employee Assistance Program.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation,

monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take

appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be

considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:
   (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any

individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~**Non-Prevailing Wage Rate Reopener**~~

~~**Four-Year:** This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a~~

~~then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~**Five-Year:** This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage~~

~~adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO	**SHEET METAL WORKERS INTERNATIONAL ASSOCIATION LOCAL 73**
By: _____	By: _____

[EMS: LOCAL-73]

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.

- Comprehensive Communication and Outreach Strategies.

FOR COUPE:	FOR THE CITY OF CHICAGO:
_____	_____
_____	_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

COLLECTIVE BARGAINING AGREEMENT

Between

INTERNATIONAL UNION OF OPERATING ENGINEERS
(HEAVY EQUIPMENT)
LOCAL NO. 150

And

CITY OF CHICAGO

Effective July 1, ~~2007~~ 2017
Through
June 30, ~~2017~~ 2022

Ratified by City Council on: ~~December 12, 2007~~

CITY OF CHICAGO AGREEMENT
WITH
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 150

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CITY OF CHICAGO
AGREEMENT WITH
THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 150

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and the International Union of Operating Engineers Local No. 150 (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Construction Equipment Inspector
Hoisting Engineer Apprentice
Hoisting Engineer
Hoisting Engineer-In-Charge
Foreman of Hoisting Engineers
General Foreman of Hoisting Engineers
Superintendent of Hoisting Engineers
Shop Mechanic (Fleet)
Service Mechanic (Fleet)

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Section 1.2

Effective January 1, 1989, the Steam Roller Engineer title was eliminated and all persons employed as Steam Roller Engineers have had their title changed to Hoisting Engineer, Shop Mechanic (Fleet), or Service Mechanic (Fleet), as appropriate.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other

economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extend the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~**17**, employees covered by this Agreement shall continue to receive the hourly rate being paid

to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~**Section 4.4 – Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.4 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.5

The General Foreman of Hoisting Engineers will receive $0.75 per hour more then a Foreman of Hoisting Engineers and the Superintendent of Hoisting Engineers will receive $1.50 per hour more then a Foreman of Hoisting Engineers in accordance with the provisions of Sections 4.1 and 4.2 and as set forth in Appendix A attached hereto. The Superintendent of Hoisting Engineers will receive $2.50 per hour more than the General Foreman of Hoisting Engineers.

Section 4.6 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay

under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 4.7 Call-In Pay

Employees called in for work outside their regular working hours shall be compensated for not less than four (4) hours at the applicable overtime rate in accordance with the historical and traditional practices of the Employer and the Union.

Section 4.8 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 4.9 Inspectors

Inspectors employed under this Agreement shall receive the Foreman's rate of pay provided for in the Agreement(s) referred to in Sections 4.1 and 4.2 above.

Section 4.10 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union

over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 5
HOURS OF WORK

Section 5.1

This Article shall be to calculate overtime and shall not be a guarantee of work or hours any day or week.

The normal work week shall consist of five (5) consecutive 8-hour days Monday through Friday and two (2) consecutive days off.

The work week shall be a regular recurring seven (7) day period beginning at midnight (12:00 a.m.) Sunday and ending at midnight (11:59 p.m. Saturday) the following Sunday. The starting times of Inspectors and Hoisting Engineers currently vary between the hours of 7:00 a.m. to 8:00 a.m., 3:00 p.m. and 6:00 p.m. as determined by the Employer.

Notwithstanding the foregoing, it is agreed that the Employer may change the established starting time of the Monday through Friday work day for a department, bureau, work unit, crew or individual upon fourteen (14) days written notice to the Union and affected employees, and discussion with the Union. Said starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without agreement by the Union. Failure to comply with this provision shall result in the payment of appropriate premium time to affected employees.

Section 5.2 Overtime

Overtime and premium pay shall be defined and paid in accordance with the provisions contained in this Agreement. All overtime shall be paid in the next regular paycheck. **All**

overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.

Section 5.2(a) Overtime - Hoisting Engineers and Construction Equipment Inspectors

All work performed in excess of forty hours per week or after eight (8) hours worked in any 24 hour period should be considered overtime and paid for at the rate of two (2) times the regular straight time rate provided the employee completes the normal work week or is absent with the Employer's permission.

All work performed on Saturday or Sunday, or the sixth or seventh consecutive day worked, shall be paid for at two (2) times the regular hourly rate of pay.

Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Equalization

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same

department.

Section 5.4 Clean-Up and Preparation Time

Notwithstanding any current practice of the parties to the contrary, the Employer reserves the right to schedule clean up work as required in its determination, and is not required to schedule that work on overtime unless it shall so decide. The City's current practice with respect to the scheduling of preparation work for certain machines one-half hour prior to the start of the regular shift will continue for the life of this Agreement.

Section 5.5 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall

be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1

(a) Full time hourly employees shall receive eight hours straight time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

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

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this

Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

(d) The benefits set forth in (a),(b) and (c) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on a paid holiday under this Agreement, except for Christmas, New Year's Day, and Dr. Martin Luther King's Birthday, he/she shall be paid at the rate of two and one-half (2 1/2) times his/her regular hourly rate (which includes holiday pay) for all hours worked.

An employee working on Christmas, New Year's Day and Dr. Martin Luther King's Birthday shall be paid at the rate of two (2) times his/her regular hourly rate (which includes holiday pay) for all hours worked plus 8 hours off with pay (compensatory time) if the employee is a full-time employee and pro rata time off if the employee is a part-time employee.

If a full-time hourly employee is not required to work on a paid holiday under this Agreement, such employee shall be paid eight (8) hours at his/her regular straight time hourly rate for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

If an employee is called in to work on a holiday, he shall be guaranteed eight (8) hours work.

Section 6.3 Determining Work Days as Holidays

A holiday is the calendar day running from midnight to midnight. An employee whose work day extends over parts of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 6.4 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.5 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays as referred to in Section 6.1 which fall on Saturday will be observed on Friday before the holiday; said holidays as referred to in Section 6.1 which fall on Sunday will be observed on Monday after the holiday. For employees whose regularly scheduled work week includes Saturday and/or Sunday, said holidays as referred to Section 6.1 which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is with the Employer's permission. Such permission shall not be unreasonably denied.

ARTICLE 7
VACATIONS

Section 7.1 Amount

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service Prior to July 1	Vacation

Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation or a pro rata basis calculated in accordance with

the formula used by the Employer in accordance with past practice.

Section 7.3 Forfeiture

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days (**up to three **(3)** ~~such vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an

employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for

the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a

Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

Section 7.7 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six (6)** of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection)**. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days**

scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the

representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

~~**Section 7.8 Reciprocity With Other Agencies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or

2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) unpaid leaves of absence for more than 30 days or layoff for more than (30) days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is

discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first **twelve (12)** ~~six (6)~~ months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after **twelve (12)** ~~six (6)~~ months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2) if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned**

to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.

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

Section 8.6

A seasonal employee is an employee who is employed in a job title for a period not to exceed 180 calendar days for temporary work related to or caused by seasonal needs. Such appointments shall expire automatically at midnight on the 180th day. Such employees may be reappointed for temporary work related to or caused by seasonal needs, with the written concurrence of the Budget Director and Commissioner of Personnel, to an additional thirty-day term which shall expire at midnight of the 30th day. One further said thirty-day reappointment for the same purposes may be made upon similar Budget Director and Commissioner of Personnel approval. The Employer shall notify the Union of the number and job titles of any such reappointments. It is understood and agreed that the hiring and retention of seasonal employees shall be at the discretion of the Employer.

Seasonal appointees shall not become Probationary Career Service or Career Service employees by virtue of length of service in a seasonal appointment.

Seasonal employees shall not be eligible for holidays, vacations, sick leave for salaried employees, vision care, dental, life and accident benefits, bereavement pay or jury duty, but will be provided with group health insurance under the same eligibility and conditions as other employees covered by this Agreement, except that elective medical care and pre-existing conditions, as those terms are defined in the standard group insurance policy, shall be excluded.

Seasonal employees shall be compensated at the same rate as career service employees. Seasonal employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures.

Seasonal employees shall be eligible for recall to seasonal positions in which they have accumulated either (a) four (4) months of said seasonal service during the 1984-85 winter season, or (b) five (5) months of said seasonal service from and after July 1, 1983, provided that such employees:

(1) shall not have received a negative evaluation during their last seasonal appointment and shall not have received (a) more than one written warning or (b) a disciplinary suspension in any Employer position;

(2) shall be available, fit for duty and subject to the same pre-employment screening procedures as are new

applicants for employment when recalled, and shall have the present ability without further training to immediately perform the duties of the position to which they are recalled;

(3) shall not refuse recall. Upon recall, the employee shall promptly notify the Employer of his/her desire to return to work and shall be available to report for employment within seventy-two (72) hours of said notice or the employee shall be deemed to have refused recall;

(4) shall have been recalled within one year of the expiration of their last seasonal employment; and

(5) shall not have resigned or incurred a break in service during a period of appointment.

Employees who do not meet and continue to meet all of the five (5) conditions stated above, shall have their names permanently removed from the recall list.

Evaluations shall not be subject to the grievance procedure, except that the Employer shall not, after January 1, 1985, give a seasonal employee a negative evaluation for an arbitrary or capricious reason for the purpose of preventing the employee from becoming eligible for recall under this Section, and, only to that limited extent may such Employer action be subject to grievance.

A seasonal employee who is hired on an annual recurring basis within one year of his/her last termination; and who accumulates twelve (12) months of said seasonal service from and after July 1, 1983, shall not be a career service employee but shall receive the benefits under this Agreement which are given to probationary employees.

Effective January 1, 2001, a seasonal employee who is hired on an annual recurring basis within one year of his/her last termination, and who accumulates 12 months of said seasonal service, shall receive the benefits under this Agreement which are given to career service employees, and shall remit full contributions toward their health care coverage as set forth in Article 9 below.

Effective January 1, 2001, seasonal employees with less than 12 months of seasonal service will continue to receive their current benefit package, but will pay a pro-rata share of the full contribution toward their health care coverage. The amount of that contribution shall be approximately 90% of the employee medical contribution for career service employees. ~~For example, the contributions at selected salary levels per pay period are as follows:~~

ANNUAL SALARY	SINGLE 0.92529%	EMPLOYEE +1 1.42173%	FAMILY 1.77345%
Up to $30,000	$12.50	$19.00	$22.00
$30,001	$12.72	$19.55	$24.38
$40,000	$15.42	$23.70	$29.56
$50,000	$19.28	$29.62	$36.95
$60,000	$23.13	$35.54	$44.34
$70,000	$26.99	$41.47	$51.73
$80,000	$30.84	$47.39	$59.12
Maximum rate	$34.74	$53.37	$66.56

Effective July 1, 2006, these contributions at selected salary levels per pay period will be adjusted as follows:

ANNUAL SALARY	SINGLE 1.2921%	EMPLOYEE +1 1.9854%	FAMILY 2.4765%
Up to $30,000	$12.50	$19.00	$22.00
$30,001	$14.54	$22.34	$27.86
$40,000	$19.39	$29.78	$37.15
$50,000	$24.23	$37.22	$46.43
$60,000	$29.07	$44.68	$55.72
$70,000	$33.92	$52.12	$65.01
$80,000	$38.76	$59.56	$74.30
$90,000	$43.52	$67.01	$83.58
$100,000	$48.46	$74.46	$92.87

Effective upon ratification, in the event the Employer intends to impose a disciplinary suspension with respect to a seasonal employee with at least five (5) years of seasonal service, as defined herein, and where the suspension would result in a loss of pay for the employee, 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. At the meeting the Employer will notify the employee and the Union of the contemplated disciplinary action and the reason(s) underlying it. The

employee and the Union will be given the opportunity to respond to the accusations at the meeting. This meeting shall be informal and there shall be no witnesses present unless both parties agree. The Employer may, at its option, conduct further investigation after this meeting. In the event discipline is imposed it shall not be subject to the grievance procedure, as nothing in this provision shall be deemed as altering the non-Career Service status of seasonal employees. This provision shall not apply where the suspension is the result of application of progressive discipline for violation of the Employer's time and attendance policies, provided that the Employer shall, upon request, provide the Union with copies of the employee's time and attendance record.

Upon request by either party made after one year from the date of ratification of this Agreement, the parties shall meet to discuss any proposed changes to this Section 8.6.

Section 8.7 Vacancies

Section 8.7(a) Posting

~~The posting of an Employer-determined vacancy shall be for 14 days. When a vacancy occurs, the Employer shall provide notice to the Union prior to but no later than the day of the posting of the vacancy.~~

The Employer shall determine if there is a permanent vacancy to be filled, and at any time before said vacancy is filled, whether or not said vacancy shall be filled. The Employer will post vacancies electronically on the City of

Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted for fourteen (14) days on the CAREERS WEBSITE. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify. Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders.

Section 8.7(b) Bidding

Qualified bargaining unit employees shall be given an opportunity to bid on jobs which pay equal or higher rates of pay and which are declared vacant by the Employer. The Employer shall select the most qualified applicant, provided that an employee applicant (bidder) shall have preference over a non-employee applicant, unless the non-employee applicant has demonstrably greater skill and ability to perform the work required. Where bidders are relatively equally qualified, the Employer shall select the most senior bidder (time in title). The Employer shall determine whether bidders are "relatively equally qualified" based upon such evidence as performance evaluations, experience, training, proven ability and similar criteria.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notifies by the Department Head and information of the reason for non-selection.

Section 8.7(c) Seasonal Employees

Active seasonal employees who have recall rights under Section 8.6 of this Agreement shall have the same rights and preferences in bidding on jobs as career service bargaining unit employees.

Inactive seasonal employees who have recall rights under Section 8.6 of this Agreement shall be given preference for hire over non-employee applicants, unless the non-employee applicant has demonstrably greater skill and ability to perform the work required. Where inactive seasonal employee applicants with recall rights under Section 8.6 are relatively equally qualified, the Employer shall select the most senior seasonal employee (time in title). The Employer shall determine whether

seasonal employee applicants are "relatively equally qualified" based upon such evidence as performance evaluations, experience, training, proven ability and similar criteria.

Section 8.7(d)

Ties in seniority will be broken by lottery.

Section 8.7(e) Evaluation Period

The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period to believe that the successful bidder cannot perform the 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.

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

(a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

(b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage **based on the applicable percentage of their base salary (not including overtime) limited by the salary cap:**

	Single	**Employee +1**	**Family**	**Salary Cap**
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765%**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
Jan. 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
Jan. 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

~~(1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE +1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

~~(2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

Effective January 1, 2019, prescription benefits shall be subject to an annual deductible of $35 per Employee (one annual deduction per household).

Effective January 1, 2021, prescription benefits shall be subject to an annual deductible of $75 per Employee (one annual deduction per household).

(c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard

provisions of insurance policies between Employers and insurance companies.

(d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

(e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

(f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

(g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

(h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any

other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to ~~create~~ **maintain** 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each

Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

(a) Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

(b) Appointment by the City and Coalition of a Co-Chair and Vice-Co-chair as designated in the Trust Agreement.

(c) Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

(d) Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions bargaining units) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of

residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-

law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001,

shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serve on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each

month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the **serious health condition.** ~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days

upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to employee's entitlement to Duty Disability.

Section 10.6 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available

because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.7 Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. In Addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification

if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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
- Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to two (2) weeks paid parental leave for the birth of a child or children by 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.

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1 Discipline and Discharge

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence

until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 7 days from receipt of the notice to appeal. If the employee does not file an appeal within the 7-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the employer to retain the employee on the payroll beyond the 30-day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline. In cases of oral warnings, the supervisor shall inform the employee that he/she is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 calendar days of the employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a pre-disciplinary hearing if requested within thirty (30) days.

Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to Arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1. Within 5 working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel

Board upon the written request of the Union, the Employer shall conduct a meeting with the union and employee. Discipline shall be administered as soon as possible after the employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employer may request in writing to the department head a review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice of discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2. Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The

department head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary

action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4. If the matter is not settled at Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of Sections 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - IMMEDIATE SUPERVISOR

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the

immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute

and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator. Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party.

Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be

borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure, or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/Union at Step II.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives.

The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and

telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a

disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained

in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation

can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this

Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal

shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2)(b)(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2© The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES/NO LOCKOUT

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to

sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3, and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The City and Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize

voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

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

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the rights of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contraction administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job-duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will

retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Hoisting Engineer is on vacation, a plumber shall not be assigned as a replacement Hoisting Engineer. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing

herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply

to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek

review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

The City agrees to provide representatives from Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-

Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Section 14.5 Rules of Conduct Changes

When the Employer proposed to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected Employee.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting

employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee as to the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presents the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In

addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll period**
- **Payroll Number**
- **Employee number**
- **Name**
- **Title code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e. address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured transfer protocol (SFTP) available to the Union to receive the information. ~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party

until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

~~Section 14.9 Acting in a Higher Rated Job~~
Section 14.9 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned. The time limits for ~~such individual assignments to~~ **acting into higher-rated jobs shall not exceed one hundred eighty (180) days** ~~be ninety (90) days~~, except where a regular incumbent is on leave of absence, in which case the time limit **for acting into such position may not exceed one (1) year** ~~be six (6) months~~ **and no individual employee can act into that position for more than ninety (90) days.** The time limits may be extended by mutual agreement of the parties. **If the one hundred eighty (180) day time limit is extended to one year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee.** To the extent the Employer continues to require the performance of the duties of

the higher-rated job beyond the time limits set forth herein, the ~~assignment~~ **position** shall be treated as a "permanent vacancy" within the meaning of Section 14.10 of this Agreement~~,~~ and **the employer** shall ~~be subject to the applicable~~ **post~~ing~~** and **fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.**

Section 14.10

The agreement between the employer and the Union for an "Apprenticeship Program" as set forth in Appendix C, is appended to and made a part of this Agreement.

Section 14.11 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.10.

Section 14.12 Changing Machines During a Shift

The following shall be the maximum changes an employee shall make during a shift: Machine A to Machine B, back to Machine A plus one other machine. If the rate applicable to one machine is higher than that of another, the higher rate shall apply to and be paid for the full shift. The aforementioned change shall apply to all one, two and three shift operations, respectively.

In interpreting and applying this Article, it is understood and agreed that the language therein is not in any way to be interpreted as a limitation on the amount of work any employee is required to do, but only as a limitation on the number of machines such employee can be required to operate or service on one shift.

Section 14.13 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through the process.

ARTICLE 15
LAYOFFS AND RECALL

Section 15.1

Probationary employees with less than ninety (90) days of service shall be terminated prior to the layoff of career service employees. Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least

senior employee in the affected job classification in the department shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job, in the department. For purposes of this Section only, the Bureau of Electricity shall be considered as a separate and distinct department from the Department of Streets and Sanitation for all employees hired prior to the ratification of this Agreement.

"Seniority" shall mean, for purposes of this Section, the employee's service in the job title (time-in-title) on a city-wide basis.

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the department provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training. Employees shall be recalled in the reverse order they were laid off.

ARTICLE 16
SEPARABILITY

Section 16.1

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and**

effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time. ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 17
UNION REPRESENTATION

Section 17.1 Union Stewards

The Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's 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 City and the employees under this Agreement serve. Furthermore,

the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 health work environment for all employees, the following drug and alcohol program is also established.

Section 18.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a

drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 shell will be subject to termination.

(c) Drug and alcohol testing will be conducted by an independent laboratory accredited by NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

(j) No laboratory report or test results shall appear in the incumbent's personnel file unless they are part of a personnel action under this program, but shall be placed in a special locked file maintained by the Commissioner of Personnel,

except as such disclosure may be required by this policy, law or ordinance.

Section 18.5 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 the voluntary Employee Assistance Program.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation,

monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take

appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree

to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but

no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:
   (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal

Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in~~

~~Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~**Non-Prevailing Wage Rate Reopener**~~

~~**Four-Year:** This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011~~

~~regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~**Five-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage~~

~~adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO	**I.U.O.E., LOCAL 150**
By: _____	By: _____
	By: _____
	By: _____
	By: _____

EXHIBIT 1

APPRENTICESHIP AGREEMENT

This Agreement, entered into this ___ day of_____ 1992, between the City of Chicago hereinafter referred to as the Employer, and the International Union of Operating Engineers Local 150.

Whereas the Employer and the Union are desirous of entering into an agreement for the employment and training of Apprentices in conformity with the standards of the Operating Engineers Local 150 Apprenticeship and Skill Improvement Program, which standards are hereby made a part of the Agreement as if expressly written herein; and thereafter, in consideration of the premises and of the mutual covenants herein contained, they do hereby and mutually covenant and agree as follows:

That the Employer agrees to employ Apprentices for the purpose of enabling said Apprentices to learn and acquire the trade or craft of Operating Engineering under the terms and conditions contained in the Apprenticeship Standards attached to this Agreement and made a part thereof.

That the Union agrees to an addendum to the Collective Bargaining Agreement with the Employer by allowing the use of Apprentices in accordance with this Agreement within the terms of the City Agreement, as amended. In the event of conflict the terms of this Apprenticeship Agreement shall control.

Therefore, the following addendum to the Collective Bargaining Agreement shall apply:

1. The Employer agrees to pay $.15 per hour into the Operating Engineers Local 150 Apprenticeship Fund and to bound by and comply with the terms of said trust.

2. Payment shall be 173 hours a month times the number of Hoisting Engineers and Hoisting Engineer Apprentices employed by the City.

3. The duration of this agreement shall be from the date of execution and thereafter, running concurrently with the Collective Bargaining Agreement between the Union and the City and any extensions thereof.

4. The City agrees further that if the Apprentice contribution rate increases in private sector area wide negotiations, the City shall pay any additional sums as called for by the private sector area wide bargaining for the remainder of this contract and any extensions thereof.

5. The Employer agrees that they shall select the Apprentice or Apprentices to be hired from the eligibility list submitted to them by the Apprentice Coordinator except that current Hoisting Engineer Apprentices with the City of Chicago will be placed at the third year apprenticeship level and continue to advance through the Apprenticeship Program from that point. The Employer further agrees to consider only residents of the City of Chicago for the Apprenticeship Program and that due consideration will be given to Affirmative Action in filling these positions.

6. All applicants for apprenticeship shall meet all the prescribed standards required by the Trust Agreement and shall have equal opportunity.

7. The number of Apprentices to be employed by the City shall not at any time exceed a 1 to 6 ratio with Journeymen unless mutually agreed to by the Union and the City.

8. The Employer acknowledges that the hiring of Apprentices shall not cause a layoff of Hoisting Engineers working for the City of Chicago, it being further understood that in case of layoff, Apprentices will be laid off first and rehired last.

9. The term of an Apprentice shall be according to the Trust Agreement as adopted.

10. The regular wage rate for Apprentices shall be the following respective percentages of the current wage rate for Journeyman (Class 1) plus fringe benefits as implemented from the date of first hire for Hoisting Engineers employed by the City of Chicago.

Percentage of Journeymen's Rate	Time Period to be Paid
55%	First Year Apprentice
70%	Second Year Apprentice
75%	1st Half of Third Year
80%	2nd Half of Third Year
85%	1st Half of Fourth Year
90%	2nd Half of Fourth Year

The Coordinator-Administrator of the Apprenticeship and Skill Improvement Program shall issue a report of Credited

School Days completed for the purpose of establishing the Apprentice's wage rate, providing copies to the Apprentice's Employer and Coordinator.

11. Apprentices who successfully complete the Apprenticeship and Skill Improvement Program and become Journeymen Hoisting Engineers shall not be required to file an application for a position as a Hoisting Engineer, but will be appointed as Journeymen Hoisting Engineers with full Career Service status as vacancies and funds permit or shall be placed on the recall list and shall be hired following any previously laid off Hoisting Engineers.

12. It is agreed that Apprentices may not work alone except in the case of a third year Apprentice who shall be supervised by a Journeyman Hoisting Engineer.

In witness Whereof the parties hereunto set their hands and seals:

Local 150 of International Operating Engineers Union

City of Chicago

_____

William E. Dugan
President-Business Manager

_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.

- Comprehensive Communication and Outreach Strategies.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

SEASONAL EMPLOYMENT – "EQUAL DIGNITY"

Agree to the following in a Side Letter to this Agreement:

Effective upon ratification, in the event the Employer imposes a uniform disciplinary suspension on all members of a crew (including both career service and seasonal employees) for a disciplinary infraction(s) committed by that crew, and the Employer subsequently reduces the suspension imposed on the career service members of the crew to a lower, uniform level of discipline, and where the seasonal employee member(s) of the crew is not more culpable than the career service employees whose discipline was reduced, considering any prior relevant discipline, then the Employer shall reduce the discipline imposed on the seasonal employee(s) to the same amount as imposed on the career service employee crew members.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole

remedies in the Award. In addition, if such an agreement is not reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

COLLECTIVE BARGAINING AGREEMENT

Between

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS
LOCAL NO. 2

And

CITY OF CHICAGO

Effective July 1, 20~~0~~17
Through
June 30, 20~~1~~722

Ratified by City Council on: ~~December 12, 2007~~ ,2018

CITY OF CHICAGO
AGREEMENT WITH
INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS
LOCAL NO. 2

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CITY OF CHICAGO
AGREEMENT WITH
INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS
LOCAL NO. 2

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and the International Union of Elevator Constructors, Local No. 2 (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Elevator Inspector

Assistant Chief Elevator Inspector

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to

determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely ~~effect~~ **affect** the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3 Grievance of Alleged Violation

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~07~~**17**, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as is currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**,

the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 – 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~**Section 4.4 – Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications

covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.5 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.6 Out of Grade Pay

An employee 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular pay day, or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.

~~The time limits for such individual assignments to higher-rated jobs shall be ninety (90) days, except where a regular incumbent is on leave of absence, in which case the time limit shall be six (6) months. The time limits may be extended by mutual agreement of the parties. To the extent the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits set forth herein, the assignment shall be treated as a "permanent vacancy" within the meaning of Section 14.10 of this Agreement, and shall be posted for bid in accordance with the terms of that Section.~~

The time limits for acting into higher rated jobs shall not exceed one hundred eighty (180) days, except where a regular incumbent is on leave of absence, in which case the time limit for acting into such position may not exceed one (1) year, and no individual employee can act up into that position for more than ninety (90) days. The time limits may be extended by mutual agreement of the parties. If the one hundred eighty (180) day

limit is extended to one (1) year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee. To the extent that the Employer continues to require the performance of the duties of the higher rated job beyond the time limits set forth herein, the position shall be treated as a "permanent vacancy" within the meaning of Section - of this Agreement and the Employer shall post and fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.

Section 4.7 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee

Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 5
HOURS OF WORK AND OVERTIME

Section 5.1 The Workday and Workweek

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of five (5) consecutive eight (8) hour days Monday through Friday, and two (2) consecutive days off, except where the Employer's operations

require different scheduling needs. The Employer will notify the Union of these exceptions.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal work day shall begin at 8:00 A.M. and end at 4:30 P.M., as determined by the Employer.

Notwithstanding the foregoing, it is agreed that the Employer may change the established starting time of the Monday through Friday work day for a department, bureau, work unit, crew or individual upon fourteen (14) days written notice to the Union and affected employees, and discussion with the Union. Said starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without agreement by the Union. Failure to comply with this provision shall result in the payment of appropriate premium time to affected employees.

Section 5.2 Overtime

All work performed in excess of forty (40) hours worked per week; or in excess of 8 hours worked per day when 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 two (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. Such overtime shall be computed on the basis of completed fifteen (15) minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.

Section 5.3 Overtime Equalization

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Section 5.4 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for

reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.5 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.6 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.7 Compensatory Time

Any banked overtime and/or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1 Current Holidays

(a) Full-time salaried employees shall receive the following days off without any change in their regular salary:

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

(b) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation

schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

(c) The benefits set forth in (a) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled work week includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled work week includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1 Amount

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service Prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with

the formula used by the Employer in accordance with past practice.

Section 7.3 Forfeit of Vacation

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days (**up to three **(3)** ~~such~~ ~~vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over**

days beyond June 30th. 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.

Section 7.4 Employees Laid-Off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate of Vacation Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Selection

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal

work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~**Section 7.7 Reciprocity With Other Agencies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986, who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986, who render service for any other employer as stated above shall have the right to have the period of such service credited and~~

~~counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.8 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six** of their vacations days one or more days(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection)**. Such days(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day.**

Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i) mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 8

CONTINUOUS SERVICE

Section 8.1 Definition

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or

2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) Unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986, who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986, who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee,

or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first ~~six (6)~~ **twelve (12)** months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after ~~six (6)~~ **twelve (12)** months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2) if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have worked more than twelve (12) consecutive months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.**

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this

Agreement. Probationary employees shall be compensated at the same rate as career service employees.

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage, **based on the applicable percentage of their base salary, subject to the then-applicable salary cap:**

~~1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE+1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

	Single	**Employee + 1**	**Family**	**Salary Cap**
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
July 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
July 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

~~2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~

~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

d) A dispute between an employee (or his/her covered dependent) and the processor of claims not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

i) Effective January 1, 2019, prescription drug benefits shall be subject to an annual deductible of $35 per household. Effective January 1, 2021, prescription drug benefits shall be subject to an annual deductible of $75 per household.

Section 9.2 Joint Labor Management Cooperation Committee on Health Care

The City of Chicago 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

a. Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of

the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

b. Appointment by the City and Coalition of a Co-Chair and Vice-Cochair as designated in the Trust Agreement.

c. Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

d. Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the

proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or the Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, other than the National Guard shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation)

shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~The City proposes to change the salaried employee sick pay provisions of the Agreement as follows:~~

~~Salaried employees who are granted paid sick leave as of the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, as long as he/she continued to work under a classification that was receiving sick leave at the execution of this Agreement.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i) mother, father, husband, wife, brother or sister (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up

to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the hospitalization and recovery. Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leaves shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks

during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have

a right to return to their regular assignment and location.

Section 10.6 Duty Disability

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten (10) working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to the employee's entitlement to Duty Disability.

Section 10.7 Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job/classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in service provisions in this agreement. After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be

granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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
- Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to two (2) weeks paid parental leave for the birth of a child or children by 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.

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogation or hearings prior to being questioned. The interrogation shall take

place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing, before said board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 7 days from receipt of the notice to appeal. If the employee does not file an appeal within the 7 day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30 day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30 day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his/her appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30 day period. The Union shall have the right to have its representatives present at either of the

Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that he/she is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 11.1 shall not in and of itself result in a

reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 calendar days of the employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and

alcohol violations. Thereafter, the employee shall be granted a pre-disciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police Board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1 Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board,

or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the Employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employee may request in writing to the department head for review of said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days or receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice or discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2 Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the

employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The Department Head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3 Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the

said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspension of 11 days through 30 days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union.

Step 4 If the matter is not settled at Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to

the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - IMMEDIATE SUPERVISOR

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall

not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the

Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following

instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the

event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party.

Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be

borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to

exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and

the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly,

or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable

against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a

polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance

concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It

is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2)(b)(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1 No Strikes

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2 Union Efforts

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3 Discipline

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4 No Lockout

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 13.1, 13.2, 13.3 and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or 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, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

The City and the Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

Section 13.2 Fair Share

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3 Right of Non-Association

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon

the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4 Condition of Employment

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will

retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if an Elevator Inspector is on vacation, a Clerk shall not be assigned as a replacement Elevator Inspector. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline;

(d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement

of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to

the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a) Plan (or any similar successor Plan agreed to by the Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to that employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4)

copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the

appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee concerning the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presented the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain,

correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll Period**
- **Payroll Number**
- **Employee Number**
- **Name**
- **Title Code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e., address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured file transfer protocol (SFTP) available to the Union to receive the information.

~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social~~

~~security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.9 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer

shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.9.

Section 14.10 Filling of Permanent Vacancies

The Employer shall determine if there is a permanent vacancy to be filled, and at any time before said vacancy is filled, whether or not said vacancy shall be filled.

The Employer will post ~~vacancy~~ **vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted** ~~announcements~~ for fourteen (14) days **on the CAREERS WEBSITE. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify. Prior to the commencement of the selection process, the employer will**

provide the Union with a list of qualified bidders~~., and provide the Union with a copy of the announcement at the time it is posted.~~

Qualified bargaining unit employees shall be given an opportunity to bid on permanent vacancies declared by the Employer. In making selections, the Employer shall give preference to bargaining unit applicants over non-bargaining unit applicants, except where non-bargaining unit applicants have demonstrably greater skill and ability to perform the work. In making a selection between two or more bargaining unit applicants who are equally qualified, the Employer shall select the most senior bidder. For purposes of this Section, seniority shall be determined by the employee's service in the employee's current job title (time-in-title) City-wide.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall

be so notifies by the Department Head and information of the reason for non-selection.

The successful bidder for any job under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period to believe that the successful bidder cannot perform the 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.

Section 14.11 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certifies that the employee is fit for duty, the employee may elect or the Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for

duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through this process.

ARTICLE 15
LAYOFFS/RECALL

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are relatively equal among the other employees in the job in the department.

"Seniority" shall mean, for purposes of this Section, the employee's service in the job title (time-in-title).

Employees shall be recalled in the reverse order they were laid off.

ARTICLE 16
SEPARABILITY

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time.** ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 17
UNION REPRESENTATION

Section 17.1 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.2 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's 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 City and the employees under this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 health work environment for all employees, the following drug and alcohol program is also established.

Section 18.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 shall will be subject to termination.

(c) Drug and alcohol testing will be conducted by an independent laboratory accredited by the NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

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

Section 18.5 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 the voluntary Employee Assistance Program.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at

least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~**2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically

referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~**2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~**2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;

2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:

(a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC;

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should

either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~Non-Prevailing Wage Rate Reopener~~

~~Four-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~Five-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an~~

~~across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO	**INTERNATIONAL UNION OF ELEVATOR CONSTRUCTION - LOCAL 2**
By: _____	By: _____

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

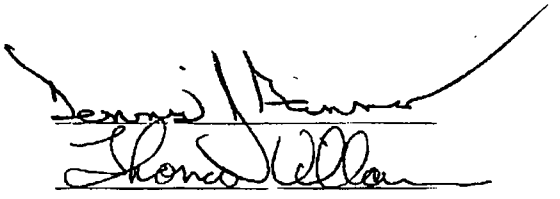
Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

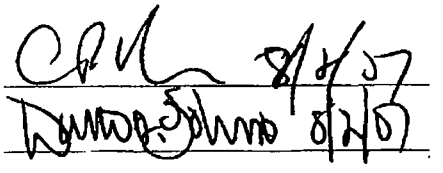
b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project

shall participate in an apprenticeship program registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:



FOR THE CITY OF CHICAGO:



LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.
- Comprehensive Communication and Outreach Strategies.

FOR COUPE:

FOR THE CITY OF CHICAGO:

8/2/07

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

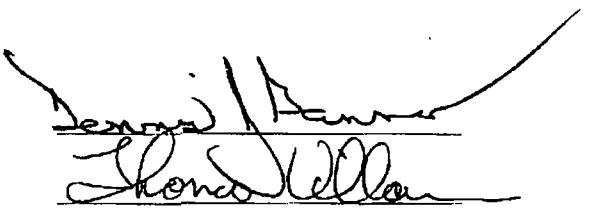
FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:



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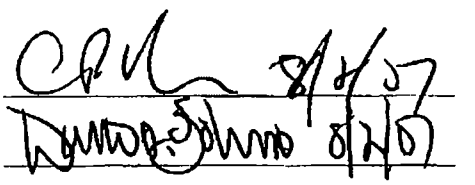

COLLECTIVE BARGAINING AGREEMENT

Between

CARPENTERS
LOCAL NO. 13
INSPECTORS

And

CITY OF CHICAGO

Effective July 1, ~~2007~~ 2017
Through
June 30, ~~2017~~ 2022

Ratified by City Council on: ~~December 12, 2007~~

CITY OF CHICAGO
AGREEMENT WITH

CARPENTERS - LOCAL NO. 13
INSPECTORS

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CITY OF CHICAGO
AGREEMENT WITH
CARPENTERS - LOCAL NO. 13
INSPECTORS

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and the Carpenters - Local No. 13 - Inspectors, (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Building Inspector

Construction Inspector

Supervisor of Building Inspectors

Construction Inspector Supervisor

Zoning Investigator

Supervisor of Zoning Investigator

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other

terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Section 1.2 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 1.3 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another union will not perform the work of said employees. For example, if a Building Inspector is

on vacation, a Clerk shall not be assigned as a replacement Building Inspector. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 1.4 New Work

Whenever the City intends to establish a new job classification or undertakes to perform new work that may not be within the duties of a bargaining unit classification, the City will advise the union in writing at least forty-five (45) days in advance, describing the new title/duties and providing a job description or equivalent description of duties.

The City shall first consider whether such work is within the scope of work that has traditionally been performed by a bargaining unit classification or member. If the City, after determining that the work is not within the scope of work traditionally performed within the bargaining unit, decides not to include the new work therein and a dispute arises, the

dispute shall be submitted to the Illinois Local Labor Relations Board for resolution.

If the City determines that the new work belongs to and is to be included within a bargaining unit classification, the Union shall be notified in writing. If a proposed new classification is or becomes a classification within the unit, the Employer shall meet with the Union to discuss the new classification and the rate of pay assigned by the Employer. If the Employer and the Union cannot agree on such rate of pay within thirty (30) days of notification to the Union, the rate of pay for such new classification will be arbitrated in accordance with the arbitration provisions of this Agreement. Pending the arbitrator's decision, the Employer may fill the classification and temporarily assign a rate of pay.

The arbitrator shall review the rate of pay by comparing it to pay rates, responsibilities and working conditions of other bargaining unit and Employer classifications, the labor market and any factors the arbitrator determines to be relevant. The arbitrator shall decide whether the pay rate decision of the Employer was reasonable. If the arbitrator decides to increase the rate of pay, the increase shall be made retroactive to the date the new classification was established. If the arbitrator decreases the rate of pay, such decrease shall become effective as of the next pay period following the arbitrator's decision.

ARTICLE 2
MANAGEMENT RIGHTS

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in

the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work, to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union and the Employer agree to work cooperatively to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this agreement shall be interpreted to cause a negative effect in said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely affect the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or membership or non-membership in or activity on behalf of the Union.

Section 3.3 Grievances

Grievances by employees alleging violations of this Article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed to by the parties, except that grievances alleging discrimination as a result of activity on behalf of the union may be forwarded to arbitration. Nothing shall preclude an employee who is appealing a disciplinary action of ten (10) days or less in accordance with the review procedures described in Article 18 from contending that disciplinary action has resulted from discrimination.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~**17**, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**, the wage rate referred to in the immediately preceding section

shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 - 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 - 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 - 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 - 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 - 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above

increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.4 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.5 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the

second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The

Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

~~**Section 4.7 Acting in Higher-Rated Job**~~
Section 4.6 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned. The time limits for ~~such individual assignments to~~ **acting into higher-rated jobs shall not exceed one hundred eighty (180) days** ~~be ninety (90) days~~, except where a regular incumbent is on leave of absence, in which case the time limit **for acting into such position may not exceed one (1) year** ~~be six (6) months~~ **and**

no individual employee can act into that position for more than ninety (90) days. The time limits may be extended by mutual agreement of the parties. **If the one hundred eighty (180) day time limit is extended to one year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee.** To the extent the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits set forth herein, the ~~assignment~~ **position** shall be treated as a "permanent vacancy" within the meaning of Section 14.10 of this Agreement~~,~~ and **the employer** shall ~~be subject to the applicable~~ **posting** and **fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.**

Section 4.8 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four(4) hours work or pay for that

day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 4.9 Call In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 4.10 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

ARTICLE 5
HOURS OF WORK AND OVERTIME

Section 5.1 Work Day and Work Week

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of five (5) consecutive 8-hour days Monday through Friday, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 p.m. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal work day shall begin at 8:00 A.M. and end at 4:30 P.M., as determined by the Employer.

The Employer may change the time of its normal work day or work week upon reasonable notice to, and upon request, discussion with the Union, with the approval of the Director of Labor Relations. Such changes shall not be made solely to avoid the payment of overtime.

Such notice shall be given in writing to the Union at least ten (10) days in advance of the proposed change. The Employer will not implement its proposed change until the Union has had a reasonable opportunity within said ten (10) day period to present its views and discuss the changes with the Employer.

Section 5.2 Overtime

All work performed in excess of forty (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 day worked, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly equivalent 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 equivalent rate of pay. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked. **All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.**

Section 5.3 Overtime Distribution

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the job classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3(a).

(c) During the Emergency Heat Program, the Employer shall wherever possible and practical assign overtime equally by work units to the extent this can be done.

Section 5.4 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160

hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1 Current Holidays

Full-time salaried employees shall receive the following days off without any change in their regular salary, 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 such days with the Employer's permission. Such permission shall not be unreasonably denied.

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. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. Christmas Day

In addition to the foregoing twelve (12) 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. If an employee elects not to schedule said personal day as provided above, the employee may request his/her Department to use the personal day. Requests shall not be unreasonably denied. 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 6.2.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday he/she shall be paid at the rate of two and one-half (2 1/2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Holidays which fall on Saturday will be observed on the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday.

Whenever said holiday falls during an employee's vacation period and the employee does not want to extend his/her vacation, the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, subject to the same provisions stated in Section 6.1.

Section 6.5 Religious Day Accommodation

An employee whose religious beliefs require that he/she not work when scheduled on a religious holiday, shall be granted said time off. The employee may use time earned or may take the day off without pay. An employee requesting this accommodation shall notify the Department Head or his/her designee in writing at least five (5) calendar days in advance of the religious holiday. If written notification occurs less than five (5) calendar days in advance of the religious holiday, said request shall be granted at the Employer's discretion based on operational needs. Such requests shall not be unreasonably denied.

ARTICLE 7
VACATIONS

Section 7.1 Eligibility

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service prior to July 1	Vacation

Less than 6 years.	13 days
6 years or more, but less than 14 years	18 days
14 years through 23 years	23 days
24 years, but less than 25 years	24 days
25 years or more	25 days

Section 7.2 Pro Rata Vacations

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for serious misconduct, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by twelve (12); the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for serious misconduct, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Section 7.3

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in

writing to carry over **vacation days** (up to three **(3)** ~~such vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4 Vacation Credit During Non-Work Period

Employees who are terminated for serious misconduct (i.e., violent acts, criminal acts, drug and alcohol violations on the job, or gross insubordination), are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of thirty (30) days or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Calculation of Vacation Time

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times eight (8) hours per day, times the number of days vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Vacation Selection

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from the scheduling and taking vacation time.

~~**Section 7.7 Reciprocity With Other Agencies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have~~

~~the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.7 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six (6)** of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection).** Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day.**

Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1 Definition

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less, or
2. An absence where the employee is adjudged eligible for duty disability compensation, provided that nothing herein shall be inconsistent with Article 10.

Section 8.2 Interruption in Service

Employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) Unpaid medical leaves of absence of more than one (1) year.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education,~~

~~City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break In Service

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 layoff for more than twelve (12) consecutive months where the employee has less than five (5) years of service at the time the layoff began,

g) is on layoff for more than two (2) years if the employee has five (5) years of service or more at the time the layoff began.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first **twelve (12)** ~~six (6)~~ months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after **twelve (12)** ~~six (6)~~ months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2) if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned**

to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.

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

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage, **based on the applicable percentage of their base salary, subject to the then-applicable salary cap:**

~~1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE+1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

	Single	**Employee + 1**	**Family**	**Salary Cap**
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
July 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
July 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

~~2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

ANNUAL SALARY	SINGLE 1.2921%	EMPLOYEE+1 1.9854%	FAMILY 2.4765%
Under $30,000	$15.71	$23.88	$27.65
$30,001	$16.15	$24.82	$30.96
$40,000	$21.54	$33.09	$41.28
$50,000	$26.92	$41.36	$51.59
$60,000	$32.30	$49.64	$61.91
$70,000	$37.69	$57.91	$72.23
$80,000	$43.07	$66.18	$82.55
$90,000	$48.45	$74.45	$92.87
$100,000	$53.84	$82.73	$103.19

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

d) A dispute between an employee (or his/her covered dependent) and the processor of claims not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is

not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

i) Effective January 1, 2019, prescription drug benefits shall be subject to an annual deductible of $35 per household. Effective January 1, 2021, prescription drug benefits shall be subject to an annual deductible of $75 per household.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Labor Management Cooperation Committee ("LMCC") pursuant 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

a. Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

b. Appointment by the City and Coalition of a Co-Chair and Vice-Cochair as designated in the Trust Agreement.

c. Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

d. Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions) by 2020. The parties will work through the LMCC to identify changes

that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or the Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree

that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother- in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the

National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation)

shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of**

Human Resources. In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the **serious health condition.** ~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority and continuous service shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job subject to the layoff, recall and break-in-service provisions of this Agreement.

Employees shall be granted personal leaves of absence without pay for a period of up to one (1) year for the purpose of providing necessary care, full-time supervision, custody or non-professional treatment for a member of the employee's immediate family or household under circumstances temporarily inconsistent with the employee's uninterrupted performance of his/her normal job duties, if satisfactory proof of the need for

and duration of such leave is provided to the Employer. Such leaves shall be granted under the same terms and conditions as set forth above.

Section 10.6 Medical Leave

A. Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to three (3) months, provided said leaves shall be renewable for like three (3) month periods, for a total medical leave of absence up to one (1) year. Said medical leaves of absence may be extended beyond one year within the discretion of the Employer. 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.

Employees who return from said medical leaves of absence promptly after their doctor's release within one (1) year shall be reinstated to their former job classification if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement. If the employee returns to work promptly after their doctor's release after more than one (1) year on a medical leave of absence, the employee shall be returned to his/her former job

classification if the Employer determines it is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority and continuous service 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 retain, but not accumulate, seniority and continuous service.

B. All employees who return from leaves of absence shall, as a condition of their return, have the present ability to perform the required work to the Employer's satisfaction without further training after a reasonable amount of orientation. If the employee returns from a leave of absence of thirty (30) days or less, the Employer will make every effort to return the employee to the employee's same or similar position and location.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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**
- **Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or**
- **Up to two (2) weeks paid parental leave for the birth of a child or children by 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.**

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

Section 10.8 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten (10) working days upon receipt of verified authorization from the approving authority. Contingent upon continued verified authorization, subsequent payment will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive, less any other disability payments received by the employee subject to the same terms and conditions identified in this paragraph. Employees who return from said leaves shall be reinstated to their former job classification, if there is a vacancy in said classification or if a position in said classification is then occupied by an employee with lower

seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement. An employee granted duty disability leave shall continue to receive full benefits for any period he/she is on said leave in accordance with current practice.

Section 10.9 Family and Medical Leave

Bargaining unit employees who have completed their first twelve (12) months of employment and who have worked at least 1,250 hours in the preceding twelve (12) months, shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any twelve (12) month period for any of the following reasons:

(1) for the birth of the employee's child and to care for the newborn;

(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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, thee employee's health care coverage shall be maintained and paid for by the Employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take a leave under this Section shall provide reasonable advance notice to the Employer on a form provided by the Employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; 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. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the Employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.9 Paid Parental Leave

Paid Parental Leave: 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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. Eligible employees may be granted the following paid parental leaves, in conjunction with and as a 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**
- **Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or**

- **Up to two (2) weeks paid parental leave for the birth of a child or children by 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.**

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
GRIEVANCE AND ARBITRATION

Except as in disciplinary provisions of Article 18, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a

grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - Immediate Supervisor

A. The employee and/or the Union shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, the employee may submit the grievance in letter form within twelve (12) working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to his/her immediate supervisor.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union Representative and/or the employee shall have the right to make an appeal in writing to the Department Head/designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and

discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any Step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second Step, the Union or the Employer, but not an individual employee, may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A

class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

H. Upon request, at any Step of the grievance procedure prior to arbitration the Union shall be given specific documents, books and papers reasonably available and pertinent to the grievance under consideration to which the Union is legally entitled.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the

Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and Employer. The Arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties. Arbitrators shall submit their decision within thirty (30) days following the close of the hearing. The parties may agree to submit more than one (1) grievance to a selected arbitrator.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions

of arbitrability shall be decided by the arbitrator. The Arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the Arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the Arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including:

(a) publicly disclaiming such action as not called or sanctioned by the Union, and;

(b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the

Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3, and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The City and Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

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

Section 13.2

It is further agreed that 30 days after the later of the execution of this Agreement or the employee's date of hire, the Employer shall deduct from the earning of employees who are not members of the Union, a semi-monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted.

It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, thirty (30) days after the later of the execution of this Agreement or their hire date, to pay a fair share of the

cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

The City agrees to provide representatives from Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-

Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Section 14.2 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected Employees.

Section 14.3 Safety

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by Federal and State laws.

Building Inspectors assigned to the lead poisoning inspection program shall be equipped with badges/devices for the purpose of measuring exposure to radiation levels and shall receive quarterly records or reports of the results of such measurements for their continuing protection.

Section 14.4 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll period**
- **Payroll Number**
- **Employee number**
- **Name**
- **Title code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e. address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured transfer protocol (SFTP) available to the Union to receive the information. ~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule,~~

~~grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

~~The Employer shall submit to the Union annually, beginning thirty (30) days from the execution of this Agreement, and on July 15th of each year, thereafter, a seniority list for the bargaining unit setting forth the following:~~

~~Department~~

~~Classification~~

~~Name~~

~~Seniority date~~

~~Continuous service date~~

~~Status~~

~~Payroll number~~

~~Social security number~~

~~Such lists shall be updated to the effective date of any layoff for the classification involved and shall be provided to~~

~~the Union on the same day as when the list is given to the Department Head or within two (2) days after the layoff notice is provided to the Union, whichever is sooner.~~

~~Disputes as to the accuracy of such lists may be brought to the Employers attention by the Union, in writing, and shall be resolved promptly by the Director of Labor Relations.~~

Section 14.5 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the

independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through the process.

ARTICLE 15
LAYOFFS AND RE-EMPLOYMENT

Section 15.1 Notice

a. Preliminary Notice. Whenever the Employer becomes aware that a layoff may be necessary and begins to make actual plans to layoff, the Union shall be notified. Such notice shall state the classifications which may be affected and other details as known. Upon request from the Union, the Employer will meet to discuss the proposed layoff.

b. Notice of Layoff. When there is an impending layoff with respect to any employee or classification in the bargaining unit the Employer shall inform the Union and affected employees as soon as possible but no later than fourteen (14) days prior to such layoff. Such notice shall contain the name, payroll number, classification, and seniority date of each employee scheduled to be laid off.

Section 15.2 Order of Layoffs

Probationary employees with more than ninety (90) days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department shall be laid off first, provided senior employees retained have the ability to perform the required duties of the job. Seniority shall mean, for purposes of this Section, the employee's continuous service in any bargaining unit titles. In the event of a layoff, all employees acting as Union Stewards in accordance with Section 16.1 shall be the last laid off in the affected classification, provided the Union Steward has the then present ability to perform the job without further training.

Section 15.3 Bumping

An employee subject to layoff shall have first priority to fill a job in an equal or lower-graded classification, in the Department, which the Employer has deemed vacant, in lieu of layoff, provided the said employee has the then present ability to perform the required work without further training.

An employee subject to layoff may displace (bump) the least senior employee, if any, in the most recent lower job title or titles the employee to be laid off has held in the Department, provided the employee bumping has the then present ability to perform the job without further training.

Section 15.4 Recall

Employees shall be recalled (primary) in the reverse order of layoff, provided the employee has the then present ability to perform the required work without further training after a reasonable period of orientation. Employees on a recall list shall also be eligible for recall (secondary) on a seniority basis to an equal or lower-rated job vacancy in their department, provided the employee has the then present ability to perform the required work without further training after a reasonable period of orientation. Employees recalled to equal or lower-rated jobs shall retain recall rights to the initial job from which they were laid off.

The duration of an employee's recall rights is governed by Section 8.4 (Break in Service).

Section 15.5 Hiring, Acting Up During Layoff

No new employees may be hired to perform duties normally

performed by a laid off employee while employees are laid off. No employee may be used to act up in a higher classification, within the meaning of Article 4.2, while an employee in said higher classification is laid off.

Section 15.6 Seniority/Continuous Service

Employees shall retain and accumulate seniority and continuous service while on layoff subject to the requirements of the break-in-service provisions.

ARTICLE 16
UNION REPRESENTATION

Section 16.1 Stewards

The Union will advise the Employer in writing of the names of the Union's eleven (11) Stewards and one Chief Steward and their department or area agreed upon with the Employer and shall notify the Employer promptly of any changes. Absent such written notification, the Employer shall have no obligation to deal with an employee as a steward.

Stewards will be permitted a reasonable amount of time to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal working hours, without the loss of pay, where this does not substantially interfere with the efficient operation of the Department, and provided that this does not unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances, it being understood that the operation of the Department takes precedence unless there is an emergency, such permission shall not be unreasonably denied.

Employees acting as Stewards shall not be discriminated against because of their activities on behalf of the Union, nor shall they be involuntarily transferred from their job assignments or locations except temporarily in emergencies, or upon agreement by the Union. Transfer of Union Stewards in an emergency will be discussed with the Union in advance of any such transfer.

Section 16.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 16.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal hours, to enter Employer facilities for purposes of handling grievances, observing conditions under which employees are working, attending meetings authorized by this Agreement or for the administration of this Agreement. The Union will not abuse this privilege, and such right of entry 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. By mutual agreement between the Union and the Employer, the Union

may call a meeting during working hours to prevent misunderstandings, resolve or clarify a position or ratify this Agreement. The Employer agrees to make available conference or meeting rooms for meetings under this Article or authorized by this Agreement upon request of the Union and subject to the Employer's reasonable rules relating to the Union's use of its premises.

Section 16.4 Negotiating Team

Up to three (3) employees designated as being on the Union's negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of regular straight time pay.

ARTICLE 17
FILLING OF VACANCIES

Section 17.1 Declaration of Vacancy

The Employer shall determine if there is a permanent vacancy to be filled and, at any time before said vacancy is filled, whether or not said vacancy shall be filled.

Section 17.2 Transfer Requests on File

Employees within a department who desire a change in location of their job assignment shall request such change in writing on the Employer's Form. Employees may file such requests in December for the period beginning in January and continuing through June of the following year and in June for the period beginning in July and continuing through December. Employees filing multiple requests and accepting a transfer

shall only be allowed a single transfer in the six (6) month period.

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, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation.

Section 17.3 Recall or Reinstatement

When filling a vacancy and there are no said employees who have requests on file, the Employer shall select the employee in the job classification in the department from the recall or reinstatement list, if any, in accordance with the primary and secondary recall provisions of Article 15 of this Agreement.

Section 17.4 Bidding

When filling a vacancy and there are no said employees who have transfer requests on file and no eligible employees on said lists, the Employer shall post the job for bidding and forward a copy to the Union.

The Employer will post vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted for fourteen (14) days on the CAREERS WEBSITE. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall

promptly notify. Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders.

~~The posting of an Employer determined permanent vacancy shall be on bulletin boards at each Employer physical site in the department and at other appropriate locations as determined by the Employer. Said vacancy shall be posted for fourteen (14) days. The posting shall contain at least the following: job title, qualifications, hours, work location if known, and rate of pay.~~

Section 17.5 Selection

Bargaining Unit employees may bid on jobs the Employer determines to be permanently vacant for promotion or transfer to equal or lower-rated jobs. All applicants and Bargaining Unit bidders for such jobs shall be considered as one group for purposes of selection.

All bidders shall meet the minimum qualifications for the job in order to be considered for selection by the Employer. In making selections, the Employer shall give preference to Bargaining Unit bidders over non-bargaining unit applicants unless the non-bargaining unit applicants have demonstrably greater skill and ability to fulfill the needs determined by the Employer.

If bargaining unit bidders are selected, however, where bargaining unit bidders are relatively equally qualified to perform the work required, the Employer shall select the most senior employee bidder based on continuous service in the

bargaining unit. Preference shall be given to bidders within the department. The Employer shall determine whether employees are "relatively equally qualified" based upon evidence of performance and qualifications.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notifies by the Department Head and information of the reason for non-selection.

Bidders who are not selected shall be so notified by the Department Head. A successful bidder may not bid for another Employer determined vacancy for one (1) year unless such employee is involuntarily moved to another location from a position into which he had bid.

During the bidding and/or selection process set forth in this Section, the Employer may temporarily fill said vacancy consistent with the provisions of this Agreement.

When an employee is deemed to have successfully filled a permanent vacancy and is reclassified to another position at a higher rate of pay, or in a higher pay grade, such employee

shall receive the higher rate of pay or a pay increase of one step, or the entrance rate for the new position, whichever is applicable.

The successful bidder for any jobs under this Section shall have an evaluation period, not exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period that the successful bidder cannot perform the 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.

Section 17.6 Involuntary Transfer

Where a vacancy remains unfilled after application of Sections 17.2, 17.3, 17.4, and 17.5, the Employer may involuntarily transfer the least senior employee in the same classification and department to fill said vacancy where an experienced employee rather than a new hire is necessary.

Section 17.7 Detailing

Detailing is the temporary transfer of an employee to a work assignment within his/her job classification geographically removed from the employee's normal work site.

Employees shall not be detailed for more than thirty (30) days, unless the Employer gives notice to the Union of its need to do so and confers with the Union upon request. In any event, no such assignment may extend beyond ninety (90) days without the agreement of the parties.

The Employer shall notify the employees of the requirements for said detailing and before detailing shall seek volunteers among the employees who have the then present ability to perform the work required without further training. If there are more volunteers then there are assignments, selections shall be made on the basis of seniority. If there are insufficient volunteers, the Employer shall assign the detailing by inverse seniority, starting with the least senior first, and attempt to rotate such assignments within each calendar year.

ARTICLE 18
DISCIPLINE

Section 18.1 Procedure

Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of

decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

Section 18.2 Types of Discipline/Information

The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter.

In cases of oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or union is legally entitled to receive, to the extent then known and available. If the employee requests the presence of a Union representative at such meeting, one will be provided, if conveniently available, who shall be

given the opportunity, if the employee requests, to rebut the discipline and request further pertinent information.

The Employer shall not have to unreasonably defer or avoid its intended disciplinary action because of the unavailability of an employee representative, taking all of the circumstances into account. The Employer is not obligated to meet with the employee prior to taking disciplinary action where the employee is unavailable or in emergency situations. The Employer's failure to satisfy this Article 18.2 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two (2) substantially similar offenses during said eighteen (18) month period.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within thirty (30) calendar days of the Employer being made aware of

the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

Section 18.3 Procedure For Department Review of Disciplinary Action Including Suspension For Ten (10) Days Or Less

Step 1. Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less, which is not appealable to the Personnel or Police Board, the Employer shall conduct a meeting with the union and employee. Thereafter, discipline shall be administered as soon as possible after the employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employee may request in writing to the Department Head for review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice or discipline together with instruct-ions for appeal. The failure to submit a written request for review of disciplinary action within

three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2. Within three (3) working days or any mutually agreed upon extension after the Department Head or designee receives the employee's request for review, the Department Head or designee shall conduct a meeting to review the discipline. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 4 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and union representative, if any, will be heard and provided the opportunity to ask questions. The Department Head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The Department Head or designee shall render a

written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

Step 4. If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement or any local Union agreement. The rules governing procedure for arbitration shall be the same as in Step 3 of Article 11 of this Agreement.

Section 18.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph

O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It

is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2)(b)(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may

mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 19
MILEAGE REIMBURSEMENT

Section 19.1 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.5.

ARTICLE 20
LABOR-MANAGEMENT MEETINGS

In order to maintain communications on matters of mutual importance, the Union or Employer may request periodic meetings between the heads of individual departments and a committee of three (3) officers representing the bargaining unit. Such meetings shall be held at least quarterly. Meetings shall be scheduled at mutually convenient times and places during normal work hours. Employees attending shall suffer no loss of pay for time in attendance.

The parties may discuss any subject of mutual concern, except for grievances and changes in this agreement. The party requesting the meeting shall submit an agenda five (5) work days in advance of the meeting date. Minutes shall be taken and exchanged. Nothing shall restrict attendance of any management official.

ARTICLE 21
POLYGRAPH

Employees shall not be disciplined for refusal to take a polygraph examination and the results of polygraph examinations shall not be admissible as evidence in proceedings before the Personnel or Police Board or in any proceedings where the employee may appeal to the Personnel or Police Board, unless by Illinois or Federal Court decision or Illinois statute, such

evidence becomes admissible before the Personnel or Police Board.

ARTICLE 22
PERSONNEL RECORDS AND FORMS

Section 22.1 Attendance Records

An employee upon reasonable advance notice shall have the right to review his/her time and pay records on file with the Employer but shall not be able to review the time and pay records of other employees.

Section 22.2 Personnel Files

The Employer shall notify the Union as to what constitutes the employee's official personnel files. The Employer's personnel files and disciplinary history files relating to any employee shall, upon reasonable advance notice, be open and available for inspection by the affected employee and/or authorized Union representative, during regular business hours, except for information which the employer deems confidential; provided that nothing herein shall prevent the employee from exercising the employee's statutory rights to inspect documents. Upon request of the Union, the Employer will make available disciplinary records which are relevant to the Union's right to process grievances or administer this Agreement. Material and/or matter not available for inspection shall not be used in any manner or forum adverse to the employee's interests.

Disciplinary records and files may be retained for a period of time not to exceed three (3) years and shall thereafter not be used to support an adverse employment action unless a pattern of sustained similar infraction exists.

Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained, shall be removed from the personnel files.

Section 22.3 Employee Notification

No information may be used against an employee in any disciplinary proceeding until it has been made part of the official personnel file or provided for inspection.

The employee may have placed in his/her personnel file a rebuttal to anything placed in said file.

A copy of any disciplinary action or material related to employee performance which is placed in the official personnel file shall be served upon the employee in person (the employee so noting receipt) or sent by certified mail (return receipt requested) to the employee's last address appearing on the records of the Employer. It is the obligation of such employee to provide the Employer with his/her current address.

Section 22.4 Telephone Numbers

The Employer shall not release an employee's phone number and/or address to non-work related sources without the employee's permission. The City Council of the City of Chicago and its committees in the exercise of its legislative authority shall be considered a work related source within the meaning of this Section.

Section 22.5 Forms

No Employer representative shall demand or request that an employee sign an undated resignation or other blank form. No

employee shall be required to sign such an undated or incomplete form.

Any information placed on a form without the employee's knowledge, or any modification or alteration of existing information on a form subsequent to the form having been signed by the employee shall be null and void. No such information shall be used against an employee in any hearing or proceeding or for any adverse purpose. Any employee required to sign any form prepared pursuant to this Agreement shall be given a copy of it at the time the employee signature is affixed.

Section 22.6 Records

All public records of the Employer shall be available for inspection upon request of the Union.

ARTICLE 23
SEPARABILITY

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time.** ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 24
DRUG AND ALCOHOL PROGRAM

Section 24.1 Policy Statement

The City of Chicago's 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 City and the employees under this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 24.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 24.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two (2) supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 24.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 shall will be subject to termination.

(c) Drug and alcohol testing will be conducted by an independent laboratory accredited by the relevant agency of the United States Department of Health and Human Service ("DHHS"), and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the DHHS guidelines for federal workplace drug testing programs dated June 9, 1994 and as may be amended hereafter by DHHS.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the DHHS guidelines (and as they may be amended) shall be regarded as

"positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 24.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

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

Section 24.5 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 the voluntary Employee Assistance Program.

ARTICLE 25
SUBCONTRACTING

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform where practicable. The Employer may, however, subcontract for reasons of efficiency and economy.

The Employer will give the Union notice of any intent to request bid(s) from or otherwise employ a contractor at the same time as made public or conveyed to potential contractors. Bid specifications or guidelines which will be used by or required from contractors will be provided to the Union as well, along with a description of the work to be performed, any contemplated impact upon Bargaining Unit employees, and other relevant data necessary for the Union to discuss the contemplated action with

the Employer. Prior to accepting a private contract, the Employer and the Union will meet ninety (90) days in advance of the intended start date to review any proposals of the Union and compare such proposals to any bid or contract being considered for acceptance.

The Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

ARTICLE 26
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 26.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 26.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with

CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 27
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force

and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically

referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 28
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;

2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:

(a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this

provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~**Non-Prevailing Wage Rate Reopener**~~

~~**Four-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~**Five-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications~~

~~defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO

CARPENTERS - LOCAL 13 INSPECTORS

CARPENTERS - LOCAL 13
INSPECTORS

EXHIBIT 1
TUITION REIMBURSEMENT POLICY

In the event an employee commences an undergraduate or graduate degree program after the execution of this agreement, and obtains an undergraduate or graduate degree with the assistance of the tuition reimbursement program, and the employee, within one (1) year of obtaining such degree, voluntarily resigns from the employ of the City, all tuition costs (100%) reimbursed to the employee by the Employer for obtaining such degree shall be repaid to the Employer. If the employee voluntarily resigns after one (1) year but less than two (2) years after obtaining the degree, the employee shall repay one-half (50%) of the tuition reimbursement to the Employer. If the employee does not complete the degree program and voluntarily resigns from the employ of the City, the employee shall repay 100% of the tuition reimbursement received for any course completed within two (2) years of such resignation. Employees receiving tuition reimbursement for such degrees shall, as a condition of receiving such reimbursement, execute an appropriate form consistent with this paragraph.

If the City enhances any of its Tuition Reimbursement Policies during the term of the contract, the above said Reimbursements will also be afforded to this Bargaining Unit.

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:	FOR THE CITY OF CHICAGO:
_____	_____
_____	_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.

- Comprehensive Communication and Outreach Strategies.

FOR COUPE:	FOR THE CITY OF CHICAGO:
_____	_____
_____	_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

COLLECTIVE BARGAINING AGREEMENT

Between

PUBLIC SERVICE EMPLOYEES UNION,
LOCAL 73 SEIU

And

CITY OF CHICAGO

Effective July 1, ~~2007~~ 2017
Through
June 30, ~~2017~~ 2022

Ratified by City Council on: ~~December 12, 2007~~

CITY OF CHICAGO
AGREEMENT WITH
PUBLIC SERVICE EMPLOYEES UNION,
LOCAL 73 SEIU

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CITY OF CHICAGO
AGREEMENT WITH
PUBLIC SERVICE EMPLOYEES UNION,
LOCAL 73 SEIU

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and the Public Service Employees Union, Local 73 SEIU (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relations between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for respective rights and responsibilities of both the Employer and the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

~~1. Chief Superintendent of Custodial Workers~~
2. Custodial Worker
3. Foreman of Custodial Workers
~~4. Superintendent of Custodial Workers~~
5. Metal Caretaker
6. Watchman
~~7. Branch Custodian I~~
~~10. Branch Custodian II~~
~~11. Branch Custodian III~~
~~12. Branch Custodian IV~~
~~13. Lead Custodial Worker~~
14. Foreman of Station Laborers
15. Station Laborer

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the

direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work, to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances alleging violations of this Article shall be subject to arbitration, which award shall be binding on the Employer, the Union and the employee(s) involved, pursuant to the grievance and arbitration provisions in Section 11.2.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~**17,** employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17,** through the period ending June 30, 20~~17~~**22,** the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~**Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.4 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.5 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is

entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence

(including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly

staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

Section 4.6 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned. The time limits for ~~such individual assignments to~~ **acting into higher-rated jobs shall not exceed one hundred eighty (180) days** ~~be ninety (90) days~~, except where a regular incumbent is on leave of absence, in which case the time limit **for acting into such position may not exceed one (1) year** ~~be six (6) months~~ **and no individual employee can act into that position for more than ninety (90) days.** The time limits may be extended by mutual agreement of the parties. **If the one hundred eighty (180) day time limit is extended to one year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee.** To the extent the

Employer continues to require the performance of the duties of the higher-rated job beyond the time limits set forth herein, the ~~assignment~~ **position** shall be treated as a "permanent vacancy" within the meaning of Section 14.10 of this Agreement~~,~~ and **the employer** shall ~~be subject to the applicable~~ **post~~ing~~** and **fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.**

Section 4.8 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 4.9 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 4.10 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 4.11 Custodian Pay

All custodial employees falling under this agreement shall, upon ratification of this agreement, be placed into a complete and singular pay scale as set forth in the agreement between BOMA/Chicago and Service Employees International Union Local 1

beginning with the wage rates scheduled for April 3, 2017 (henceforth referred to as BOMA). All current pay rates for current employees shall be maintained as they exist and be subject to any and all increases negotiated in BOMA. All subsequent pay rates and increases will be as they are set forth in above mentioned agreement. All increases shall be applied equally to all employees. Increases shall be on a dollar basis not a percentage basis. The COUPE negotiated rate will not apply.

Employees hired or promoted into the position of Foreman of Custodial Workers shall be paid $.40 higher than the recorded top pay rate for custodial workers under BOMA as the hiring rate. Employees who temporarily serve in the Foreman of Custodial Workers will be paid a premium under 4.7.

The parties agree that absenteeism will not be tolerated and members will be subject to progressive discipline up to and including termination. Custodians will not be put into a part time status as a form of discipline or in lieu of discipline.

Section 4.12 Station Laborer Longevity

All employees within the station laborer job classification, upon their 25th year of employment, shall receive an additional $1.00 (one dollar) per hour increase. Upon receiving this longevity increase, employees will also convert

to an hourly basis and receive benefit time and wages as established for other hourly employees.

ARTICLE 5
HOURS AND OVERTIME

Section 5.1

A. This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of five (5) consecutive 8-hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions. The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 p.m., Saturday) Sunday and ending at 12:00 midnight the following Sunday.

Work shifts shall begin as follows:

First Shift	6 a.m. - 8 a.m.
Second Shift	2 p.m. - 4 p.m.
Third Shift	10 p.m. - midnight

The Employer may change the time of its normal work day or work week. The Employer shall give the Union reasonable notice of any such changes and upon request, will discuss the matter with the Union.

B. Scheduling of Breaks

For all Departments other than Aviation, the parties agree that the current practice with regard to breaks, with respect to

the grant and duration of such breaks by each Department, shall continue during the term of this Agreement.

With respect to the Department of Aviation, on a monthly basis (or other increment of time as determined by the Department), the Commissioner of Aviation shall designate a level of performance, as measured by attendance, tardiness, or other reasonable indicia of job performance. As long as bargaining unit employees in the Department, considered in the aggregate, meet or exceed the designated level of performance, the employees shall be entitled to a fifteen (15) minute break during their scheduled work hours. The Department and the Union shall agree on a mechanism for scheduling the break. If employees do not meet the level of performance, the granting of the break shall be discontinued until such time as the employees do meet or exceed the designated level, in which case the break shall be reinstated. The Union shall be entitled, upon request, to meet with the Department to verify whether the level of performance has been met.

Section 5.2

All time worked in excess of forty (40) hours worked per week and all time worked in excess of eight (8) hours worked per day where the employee has forty (40) hours of work and/or excused absences for that week, shall be compensated at the rate of time and one-half. Such overtime shall be computed on the basis of completed fifteen (15) minute segments. The following job classifications, whose employees are exempt from the Fair Labor Standards Act, shall not be covered by this Section:

Chief Superintendent of Custodial Workers; Superintendent of Custodial Workers; and Foreman of Custodial Workers (Department of Aviation). There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Effective upon ratification of the collective bargaining agreement, the position of Foreman of Custodial Workers (Aviation) shall be eligible for overtime compensation under this Section 5.2 under the same conditions and subject to the same limitations as Foremen of Custodial Workers in other City Departments. **All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.**

Section 5.3

All time an employee spends in any meeting, at the direction of the Employer, shall be paid time and subject to all provisions of this Article.

Section 5.4

Where an employee is required to take public transportation in the course of his or her duties, he or she shall be provided a pass or reimbursement for such travel so it shall be at no expense to the employee.

Section 5.5

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.5(a).

Section 5.6 Days Off

The Employer shall attempt to avoid changing days off for any employee. When there is an operative need to change days off, the Employer shall first seek volunteers. If there are not enough volunteers, the Employer will change an employee's day off by time in title seniority, the least senior employee first,

provided the employee can do the work to the Employer's satisfaction.

Section 5.7 Shift Bidding in the Department of Aviation

Each November, employees in the classification of Custodial Worker in the Department of Aviation shall be permitted to bid for shift assignments for the following calendar year. The Department shall determine and designate the shifts and number of positions on each shift. In designating the number of positions, the Department may specify positions by gender to ensure adequate coverage of facilities. Such positions shall be filled on the basis of seniority among those bidding. Employees who do not bid, and new employees hired after the November bidding or incumbent employees returning from a leave of absence, may be assigned a shift at the discretion of the Employer.

Once assigned, individual shift assignments normally shall not be changed, except that the Employer reserves the right to continue its past practice of adjusting manpower between shifts, to transfer employees to a different shift for legitimate operational reasons, etc. The Employer further agrees to continue the practice of allowing employees to bid for openings on shifts as vacancies are declared.

Section 5.8 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1

(a) Full-time hourly employees shall receive eight hours straight time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

1. New Year's Day
2. Dr. Martin Luther King's Birthday

3. Casimir Pulaski Day
4. Lincoln's Birthday
5. Washington's Birthday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Day

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

(d) The benefits set forth in (a), (b) and (c) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

(e) Full-Time Employees - Beginning January 1, 1993, all employees who are regularly assigned to work at the Chicago Public Library system shall receive holidays in accordance with the Chicago Public Library system's holiday schedule.

NOTE: The system observes the following holidays:

New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
Pulaski Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Full-time salaried employees who are subject to the above holiday schedule will receive three (3) personal business days during each calendar year of the collective bargaining agreement.

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

(e) Hourly Employees - Beginning January 1, 1993, all employees who are regularly assigned to work at the Chicago Public Library system shall not receive Good Friday or Columbus Day as regular holidays. All such employees shall instead receive holidays in accordance with the Chicago Public Library system's holiday schedule.

NOTE: The system observes the following holidays:

New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
Pulaski Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday he/she shall be paid at the rate of two and one-half (2 1/2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

Section 6.3 Determining Work Days as Holidays

A holiday is the calendar day running from midnight to midnight. An employee whose workday extends over parts of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 6.4 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.5 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid, such as receiving pay for sick days.

ARTICLE 7
VACATIONS

Section 7.1

Employees shall be eligible for paid vacations as of January of each year following the year in which they were

employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
after 24 years	24 days
after 25 years	25 days

Section 7.2 Pro Rata Vacations

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for serious cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by twelve (12); the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for serious cause, will be paid on a

supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least eighty (80) hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days (**up to three **(3)** ~~such vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the

next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4

Employees who are terminated for serious cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of thirty (30) days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times eight (8) hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the

Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~**Section 7.7 Reciprocity With Other Agencies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and~~

~~counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.7 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six (6)** of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection)**. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF).**

Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible

to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence or layoff of thirty (30) days or less; or

2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break In Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first **twelve (12)** ~~six (6)~~ months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after **twelve (12)** ~~six (6)~~ months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2) if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the**

Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.

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

Section 8.6 Filling of Permanent Vacancies

The Employer shall determine if there is a permanent vacancy to be filled and at any time before said vacancy is filled whether or not said vacancy shall be filled.

Employees within a department who desires a change in shift, day(s) off or location of their job assignment shall request such change in writing on the Employer's form. Employees desiring said change shall submit to the Employer the request form during the month of December for the following calendar year.

When filling a vacancy the Employer shall select the most senior employee in the job classification who has such a request on file, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation.

When filling a vacancy and there are no said employees who have requests on file, the Employer shall select the employee in the job classification from the recall or reinstatement list, if any, in accordance with the recall procedures in this Agreement.

The Employer will post vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted for fourteen (14) days on the CAREERS WEBSITE. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify. Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders

~~The posting of an Employer-determined permanent vacancy shall be on bulletin boards at each Employer physical sites in the Department and at other appropriate locations as determined by the Employer. Said vacancy shall be posted for fourteen (14) days. The posting shall contain at least the following: job title, qualifications, days off, shift, hours, work location, if known, and rate of pay.~~

Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which are declared vacant by the Employer. The Employer shall select the most qualified applicant. Where applicants are equally qualified, the Employer

shall select the most senior employee of those applying who has the greatest ability to fill the needs determined by the Employer with due regard to the Employer's efforts to ensure equal employment opportunities. "Ability" shall be determined by the Employer based upon performance evaluations, experience, training, proven ability and similar criteria. Employees in the Chicago Public Library shall have preference over other employees in bidding on such jobs in the Chicago Public Library.

"Seniority" shall mean, for purposes of this Section, the employee's service in the job title (time-in-title).

Applicants who are not selected shall be so notified by the Department Heads. A successful bidder may not bid for another Employer-determined permanent vacancy for six months.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notifies by the Department Head and information of the reason for non-selection.

During the bidding and/or selection process set forth in this Section, the Employer may temporarily fill said vacancy.

The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period that the successful bidder cannot perform the 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.

Section 8.7 Retreat

An employee who is appointed or promoted to a new job classification shall, for a period of 120 days, be permitted to return to his/her former job classification in the bargaining unit, if the Employer determines that the job is vacant, or if the job is not vacant, the said employee shall retain seniority and other benefits previously accrued in the job classification to which they are returning subject to the provisions of Article 8.

Section 8.8 Detailing

Detailing is the temporary transfer of an employee to a work assignment within his/her job classification geographically removed from the employee's normal work site.

Employees shall not be detailed for more than thirty (30) days, unless the Employer gives notice to the Union its need to do so and confers with the Union upon request. In any event, no

such assignment may extend beyond ninety (90) days without the agreement of the parties.

The Employer shall notify the employees of the requirements for said detailing and shall seek volunteers among the employees who have the then present ability to perform the work required without further training. If there are more volunteers than there are assignments, selections shall be made on the basis of seniority. If there are insufficient volunteers, the Employer shall assign the detailing by inverse seniority, starting with the least senior first, and attempt to rotate such assignments within each calendar year.

Thirty (30) days' advance notice of detailing shall be given to the employees if the need to detail is known; otherwise, as soon as reasonably possible.

Section 8.9 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, at the Employer's

sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through the process.

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage, **based on the applicable percentage of their base salary, subject to the then-applicable salary cap:**

~~1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE+1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

	Single	**Employee + 1**	**Family**	**Salary Cap**
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
July 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
July 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

~~2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

d) A dispute between an employee (or his/her covered dependent) and the processor of claims not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the

Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

i) Effective January 1, 2019, prescription drug benefits shall be subject to an annual deductible of $35 per household. Effective January 1, 2021, prescription drug benefits shall be subject to an annual deductible of $75 per household.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Labor Management Cooperation Committee ("LMCC") pursuant 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 shall memorialize their intent to create this LMCC by executing

an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

a. Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

b. Appointment by the City and Coalition of a Co-Chair and Vice-Cochair as designated in the Trust Agreement.

c. Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

d. Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or the Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant

data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as he/she is required to be away from work during his/her regularly scheduled

hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties

under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty. Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees~~

~~may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the **serious health condition.** ~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to

require an employee to provide documentation of the illness in question.

Section 10.5 Personal Leaves

Non-probationary employees may apply for leaves of absence without pay for personal reasons. The grant and duration of said leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.6 Duty Disability Leaves

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten (10) working days upon receipt of verified authorization from the approving

authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to the employee's entitlement to Duty Disability.

Section 10.7 Medical Leaves

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to three (3) months, provided said leaves shall be renewable for like three (3) month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one (1) year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one (1) year shall be reinstated to their former job/classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his other previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one (1) year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one (1) year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

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 retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been

employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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
- Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to two (2) weeks paid parental leave for the birth of a child or children by 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.

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearings, provided that said employee

shall be guaranteed, upon a request, a full hearing before said Board in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has seven (7) days from receipt of the notice to appeal. If the employee does not file an appeal within the seven (7) day period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30 day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30 day notice period, (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30 day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall

be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that he/she is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within thirty (30) calendar days of the Employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the

employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure for Department Review of Disciplinary Action Including Suspension

Step 1

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the Union and employee.

Step 2

Within three (3) working days or any mutually agreed upon extension after the Department Head or designee receives the employee's request for review, the Department Head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The Department Head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide

and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3

Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The Department Head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4

If the matter is not settled at Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - IMMEDIATE SUPERVISOR

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head/or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the

immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any Step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one (1) employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute

and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript

shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the Arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the Arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/Union at Step II.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and

telephone, to discuss the grievance subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a

disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained

in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation

can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this

Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal

shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES - NO LOCKOUT

Section 12.1

The Union agrees that during the life of this Agreement there shall be no strikes (including, but not limited to

sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3, and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The City and Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize

voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

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

Section 13.2

It is further agreed that thirty (30) days after the later of the execution of this Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deduction from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member

after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, thirty (30) days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.5 Notification of Dues Change

Any change in the amount of dues to be deducted or fair share fees to be withheld shall be communicated to the Employer by the Union at least fourteen (14) days prior to the effective date of such change.

Section 13.6 C.O.P.E.

The Employer agrees to deduct from the pay of employees who individually request it voluntary contributions to SEIU Local 73 C.O.P.E. Fund. The Union shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on each payday, provided that all employees contribute in the same amount.

Such deductions shall be remitted to the Union either monthly or semi-monthly along with a list of the name, social security number and amount of the deduction of each employee for whom a remittance is made.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved. The City will provide employees with a copy of the official job description of their job title, which is on file with the Department of Personnel.

A review of said job descriptions will be undertaken by the Department of Personnel when a significant change in duties and responsibilities is reported by the Department Head.

The phrase "related work as required" as used in job description means duties related to the basic job.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another union shall not perform the work of said employees. For example, if a custodial worker is on vacation, a clerk shall not be assigned as a replacement custodial worker. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline;

(d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement

of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to

the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

The City agrees to provide representatives from Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that Coalition Unions Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will

include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.6 Bulletin Boards

The Union shall have the right to bulletin board space at locations where they can be conveniently seen and read by

affected employees. The Union shall have the right to post notices concerning Union business on the bulletin boards.

Section 14.7 Information to Union

The Employer will provide to the Union Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:

- **Payroll period**
- **Payroll Number**
- **Employee number**
- **Name**
- **Title code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e. address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured transfer protocol (SFTP) available to the Union to receive the information.

~~The Employer shall, monthly, provide the Union with a list of all employees, the list to include the names of the employees, their job classification, city seniority, home address, zip code and time in title classification seniority.~~

Section 14.8 Negotiating Team

Employees designated as being on the Union's negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of regular straight time pay.

Section 14.9 Labor-Management Committee

For the purposes of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and the Employer agree to meet periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and Employer shall each designate not more than five (5) representatives to a labor-management committee for this purpose. The Director of Labor Relations shall be sent a written agenda by the Union for any meeting seven (7) days prior to said meeting.

Section 14.10 Just Cause Standard

No non-probationary employee covered by this Agreement shall be discharged or disciplined without just cause.

Section 14.11 File Inspection

A copy of disciplinary action or material relating to employee performance shall be placed in the personnel file of an employee and shall be given to the employee, who shall note receipt thereof. The Employer's personnel files and disciplinary history files relating to any employee, upon due notice, shall be open and available for inspection by the

affected employee during regular business hours, except for information which the Employer deems confidential. An employee's statutory right to see his personnel files shall not be waived by this Section.

Section 14.12 Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, as provided for in Section 14.11 above, shall not be used in any manner or any forum adverse to the employee's interests.

Section 14.13 Use and Destruction of File Material

(a) Police Department

Disciplinary Investigation Files, other than Police Board cases, will be destroyed five (5) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation prior to the expiration of the five year period. In such instances, the Complaint Register case files normally will be destroyed five (5) years after the date of the final court adjudication, unless a pattern of sustained infractions exists.

(b) All Departments

Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained, shall not be used against the employee in any future proceedings.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless

a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

Any record of discipline may be used for a period of time not to exceed eighteen (18) months and shall thereafter not be used to support or as evidence of adverse employment action, unless a pattern of sustained infraction exists.

Section 14.14 Privatization

It is the general policy of the Employer to utilize its employees to perform work they are qualified to perform work they are qualified to perform where practicable. The Employer may, however, subcontract for reasons of efficiency and economy.

The Employer will give the Union notice of any intent to request bid(s) from or otherwise employ a contractor at the same time as made public or conveyed to potential contractors. Bid specifications or guidelines which will be used by or required from contractors will be provided to the Union as well, along with a description of the work to be performed, any contemplated impact upon Bargaining Unit employees, and other relevant data necessary for the union to discuss the contemplated action with the Employer. Prior to accepting a private contract, the Employer and the Union will meet ninety (90) days in advance of the intended start date to review any proposals of the Union and

compare such proposals to any bid or contract being considered for acceptance.

Section 14.15 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.15.

Section 14.16 Performance Evaluations

As part of the evaluation process, an employee's supervisor shall discuss the evaluation with the employee and give him/her the reasons for such evaluation and an opportunity to clarify or rebut his/her evaluation.

An employee's signature will indicate only that he/she has seen the evaluation.

The evaluation form shall state that it is the employee's right to place a rebuttal in his/her file if the employee so chooses.

Section 14.17 Miscellaneous

Where employee's are required by the Employer to wear uniforms, it is agreed that the Employer shall furnish them. The employees agree to take good care of such uniforms and to wear them only during working hours. The Employer shall furnish boots to employees whose duties regularly require them to walk in water. If employees are required to remove snow, the Employer will furnish outdoor garments.

Section 14.18 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working

condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a City joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee as to the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presents the strong likelihood

of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

ARTICLE 15
LAYOFFS AND RECALL

Section 15.1 Notice of Layoffs

When there is an impending layoff with respect to any employee in the bargaining unit, the Employer shall notify the Union and the employees affected no later than fourteen (14) days prior to such layoff, except where layoffs result from a sudden emergency beyond the control of the Employer and/or as a result of action by the City Council, such notice shall be given to the Union and the employees as soon as the Employer has the knowledge thereof. The Employer will provide the Union the names of all employees to be laid off prior to the layoff.

Section 15.2 Layoffs/Recall

Probationary employees with more than ninety (90) days of service shall be laid off first. Part-time career service

employees shall be laid off in seniority order prior to laying off full time career service employees. Part-time employees shall only displace (bump) part-time employees. Thereafter, the least senior employee in the affected job classification shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job in the department, and further provided, the layoff does not have a negative effect on the Employer's efforts to ensure equal employment opportunities. "Seniority" shall mean, for purposes of this Section, the employee's continuous service for the Employer regardless of job title.

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off, subject to the same provisions.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further

training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 15.3 Hiring During Layoffs

No employees may be hired to perform duties normally performed by a laid off employee while employees are laid off.

ARTICLE 16
NEW OR MERGED JOB CLASSIFICATIONS

Section 16.1

The employer shall promptly notify the Union of its decision to (1) establish a new job classification arguably within the unit, or (2) merge job classifications if at least one is within a unit.

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 classifications.

If no agreement can be reached concerning the pay or pay grade/placement then the Union may appeal the Employer's

decision within thirty (30) days after said meeting to arbitration.

Section 16.2 Committee on Subcontracting

Within 30 days of ratification of this Agreement by all parties, the Employer and the Union shall establish a permanent subcommittee on the subcontracting of bargaining unit work by the City of Chicago. The Committee shall be composed of members of Coalition Unions and representatives from appropriate City Departments including Streets and Sanitation; Fleet Administration; Aviation; Transportation; Water Management; and Buildings, as well as the Director of Labor Relations or his designate. The subcommittee shall meet quarterly, or more frequently on the mutual agreement of the members of the Committee, to review subcontracting by the City of Chicago of unit work during the previous quarter, as well as subcontracting which is planned for the following quarter. The Committee shall act in an information and advisory role, and shall have reasonable access to relevant information pertaining to subcontracting covered by this Section.

ARTICLE 17
UNION REPRESENTATIVES

Section 17.1 Stewards

The Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance

procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the Stewards to engage in such activities.

Employees acting as Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the Employer on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

Section 17.4 Meetings

The Union shall have suitable space on the Employer's premises for monthly Union meetings at a convenient work location, provided that such meetings shall not interfere with service to the public or the performance of any duties, and shall be subject to the Employer's reasonable rules for use of City facilities.

Section 17.5 Employee Orientation

Nothing herein shall preclude a Department from agreeing to allow the Union the opportunity to provide Union orientation to new employees on paid time.

ARTICLE 18
EMPLOYEE DEVELOPMENT AND TRAINING

a) Employees may, with the written consent of the Department Head or his/her designee, adjust the employee's schedule to permit attendance at courses of instruction. Such consent shall not be unreasonably denied.

Employees required by the Employer to attend training courses or seminars shall have time in attendance at such meetings paid at the appropriate rate of pay and shall be reimbursed for costs incurred by such attendance, subject to the cost reimbursement rules of the Employer. The Employer may request proof of attendance and the cost incurred.

b) Rules and procedures regarding Tuition reimbursement shall be described in Exhibit A attached. When the Employer proposes to initiate changes or modifications to its tuition reimbursement policy, the Employer shall transmit a copy of the proposed changes or modifications to the Union. The Union will consider the proposal, and upon request, the Employer will meet with the Union to discuss said changes or modifications.

ARTICLE 19
DRUG AND ALCOHOL PROGRAM

Section 19.1 Policy Statement

The City of Chicago's 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 City and the employees covered by this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 19.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 19.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 19.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as a part of a follow-up to counseling or rehabilitation for substance abuse for up to a one-year period.

(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 independent laboratory accredited by NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal

workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 19.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. Any employee whose test result is positive may elect, at his or her expense, to be

retested by the same or another laboratory satisfactory to the Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

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

Section 19.5 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 the voluntary Employee Assistance Program.

ARTICLE 20
SEPARABILITY

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect

the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time.** ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 21
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 21.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 21.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 22
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the

postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 23
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022.**

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

- Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
- The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:
  (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a

projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;

- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~**Non-Prevailing Wage Rate Reopener**~~

~~**Four-Year:** This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second~~

~~five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~**Five-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term~~

~~(07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO	**PUBLIC SERVICE EMPLOYEES UNION LOCAL 73 SEIU**
By: _____	By: _____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 21 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:	**FOR THE CITY OF CHICAGO:**
_____	_____
_____	_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.
- Comprehensive Communication and Outreach Strategies.

FOR COUPE: **FOR THE CITY OF CHICAGO:**

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole

remedies in the Award. In addition, if such an agreement is not reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

COLLECTIVE BARGAINING AGREEMENT

Between

THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND REINFORCING IRONWORKERS, LOCAL 1

And

CITY OF CHICAGO

Effective July 1, 20~~0~~17
Through
June 30, 20~~1~~722

Ratified by City Council on: ~~December 12, 2007~~ ,2018

CITY OF CHICAGO
AGREEMENT WITH
THE INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL AND REINFORCING
IRONWORKERS, LOCAL 1

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CITY OF CHICAGO
AGREEMENT WITH
THE INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL AND REINFORCING
IRONWORKERS, LOCAL 1

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and The International Association of Bridge, Structural and Reinforcing Ironworkers, Local 1 (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Bridge and Structural Ironworker

Bridge and Structural Ironworker (Sub-Foreman)

Foreman of Bridge and Structural Ironworkers

General Foreman of Bridge and Structural Ironworkers

Iron Inspector

Chief Structural Architectural Inspector

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including

(but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to ensure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely **affect** ~~effect~~ the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employee alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~**17**, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act

as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 - 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 - 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

~~• Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.5 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the**

date of final ratification of this Agreement by the City Council, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.6 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The

employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations

with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

Section 4.7 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.

~~The time limits for such individual assignments to higher-rated jobs shall be ninety (90) days, except where a regular incumbent is on leave of absence, in which case the time limit shall be six (6) months. The time limits may be extended by mutual agreement of the parties. To the extent the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits set forth herein, the assignment shall be treated as a "permanent vacancy" within the meaning of Section 14.11 of this Agreement, and shall be subject to the applicable posting and bidding provisions of that Section.~~

The time limits for acting into higher rated jobs shall not exceed one hundred eighty (180) days, except where a regular incumbent is on leave of absence, in which case the time limit for acting into such position may not exceed one (1) year, and no individual employee can act up into that position for more

than ninety (90) days. The time limits may be extended by mutual agreement of the parties. If the one hundred eighty (180) day limit is extended to one (1) year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee. To the extent that the Employer continues to require the performance of the duties of the higher rated job beyond the time limits set forth herein, the position shall be treated as a "permanent vacancy" within the meaning of Section - of this Agreement and the Employer shall post and fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.

ARTICLE 5
HOURS OF WORK

Section 5.1

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of five (5) consecutive 8-hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 p.m. Saturday) Sunday and ending at 12:00 midnight the following

Sunday. The normal work day shall begin at 8:00 a.m. and end at 4:30 p.m. as determined by the Employer.

Notwithstanding the foregoing, it is agreed that the Employer may change the established starting time of the Monday through Friday work day for a department, bureau, work unit, crew or individual upon fourteen (14) days written notice to the Union and affected employees, and discussion with the Union. Said starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without agreement by the Union. Failure to comply with this provision shall result in the payment of appropriate premium time to affected employees.

Section 5.2 Overtime

All work performed in excess of 40 hours worked per week or in excess of 8 hours worked per day when the employee has 40 hours of work or excused absences; or on Saturday or Sunday as such when Saturday and Sunday are not part of the employee's regular work week; or on the sixth or seventh consecutive day worked, shall be paid for at two (2) times the regular straight time hourly rate of pay. Such overtime shall be computed on the

basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.

Section 5.3 Overtime Equalization

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Section 5.4 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated

person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four(4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.5 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.6 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside

of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.7 Compensatory Time

Any banked overtime and/or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1

(a) Full time hourly employees shall receive eight hours straight time pay for the holidays set forth below:

1. New Years Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

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

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as

provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

(d) The benefits set forth in (a),(b) and (c) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility.

Continuous Service Prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time

employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employee separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employee who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3 Forfeit of Vacation All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days** (up to three **(3)** ~~such~~ ~~vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the**

provisions set forth in the Agreement under Vacation Picks, ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4 Employee Laid Off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate of Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Selection

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a

severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~**Section 7.7 Reciprocity With Other Assemblies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right~~

~~to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.8 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six** of their vacations days one or more days(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection).** Such days(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation**

days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i) mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish

proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or

2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

1) absences without leave

2) absences due to suspension

3) unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

b) Seasonable employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

c) Seasonable employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his or her behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first ~~six (6)~~ **twelve (12)** months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after ~~six (6)~~ **twelve (12)** months shall be Career Service employees and shall have their seniority ~~date~~ made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively

determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2)** if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have**

worked more than twelve (12) consecutive months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.

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

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage, **based on the applicable percentage of their base salary, subject to the then-applicable salary cap:**

~~1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE+1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

	Single	Employee + 1	Family	Salary Cap
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
July 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
July 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

~~2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

c) The benefits provided herein shall be provided through a self-insurance plan or under a group insurance policy, selected

by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary

suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

i) Effective January 1, 2019, prescription drug benefits shall be subject to an annual deductible of $35 per household. Effective January 1, 2021, prescription drug benefits shall be subject to an annual deductible of $75 per household.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

a. Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

b. Appointment by the City and Coalition of a Co-Chair and Vice-Cochair as designated in the Trust Agreement.

c. Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

d. Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or the Coalition Unions' offer. The

offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the

funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the

period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of

such absence, provided that the employee deposits his or her jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediately family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i) mother, father, husband, wife, brother or sister (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave**

Act, ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the hospitalization and recovery. Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leave shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks

during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act,

including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.6 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with the subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to employee's entitlement to Duty Disability.

Section 10.7 Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions of this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement

rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to employees for the purpose of service as Laborer Representative or officer with the International State District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave the employee shall not include a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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
- Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to two (2) weeks paid parental leave for the birth of a child or children by 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.**

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the

Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to have the interrogation unduly delay. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 7 days from receipt of the notice to appeal. If the employee does not file an appeal within the 7-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the

hearing. However, in no event may the employee require the employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and

notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of

Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police Board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1. Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the Employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the

meeting or further investigation, the employee may request in writing to the department head for review of said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice of discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2. Within three (3) working days or any mutually agreed upon extension after the department head or designed receives the employee's request for review, the department head or designed shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designed shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of

such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union. In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 days of the employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the department head or designed and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designed shall render a

written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4. If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievances and Arbitration

Except as in disciplinary provisions of Sections 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of

the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance with the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - Immediate Supervisor

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in

letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union Representative and/or the employee shall have the right to make an appeal in writing to the Department Head/or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas

where employee notices are normally posted and submitted to the Union. Failure to post and so notify the union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees

shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders, shall be cause for discipline.

Step III - Arbitration

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may

agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator

shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/union at Step II.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union

representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the

arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an

unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel

member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to

immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3 and 13.4 of this

Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or 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, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

The City and the Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective

bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Glazier is on vacation, a Clerk shall not be assigned as a replacement Glazier. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the

results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior

arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a) Plan (or any similar successor Plan agreed to by the Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to that employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected Employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee as to the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presents the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good

faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll Period**
- **Payroll Number**
- **Employee Number**
- **Name**
- **Title Code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e., address, phone, email, if available)**
- **Date of hire and continuous service date**

- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured file transfer protocol (SFTP) available to the Union to receive the information.

~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.9 Work Apparel

Commencing January 1, 1989, the Employer agrees to provide employees the following items of apparel two times a year:

One (1) pair of safety shoes.

Section 14.10 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In

the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.10.

Section 14.11 Filling of Permanent Vacancies

The Employer shall determine if there is a permanent vacancy to be filled, and at any time before said vacancy is filled, whether or not said vacancy shall be filled.

~~For jobs that would provide an increase in base pay rate for any bargaining unit employees, the Employer will post vacancy announcements for fourteen (14) days, and provide the Union with a copy of the announcement at the time it is posted.~~

The Employer will post ~~vacancy~~ **vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted** ~~announcements~~ for fourteen (14) days **on the CAREERS WEBSITE. The posting shall contain at least the following information:**

job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify the Union. Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders. ~~, and provide the Union with a copy of the announcement at the time it is posted.~~

Qualified bargaining unit employees shall be given an opportunity to bid on permanent vacancies declared by the Employer ~~that would provide an increase in base pay rate for any bargaining unit employees~~. The Employer shall select the most qualified applicant. In making selections, the Employer shall give preference to bargaining unit applicants over non-bargaining unit applicants, except where non-bargaining unit applicants have demonstrably greater skill and ability to perform the work required. In making a selection between two or more bargaining unit applicants who are relatively equally qualified, the Employer shall select the most senior bidder. For purposes of this Section, seniority shall be determined by the employee's ~~total~~ service in ~~any bargaining unit title(s)~~ **the employee's current job title (time-in-title) City-wide.**

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying,

where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notifies by the Department Head and information of the reason for non-selection.

The successful bidder for any job under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period to believe that the successful bidder cannot perform the 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.

Section 14.12 Labor Management Training Committee

A joint labor-management committee shall be established for the purpose of considering joint Union-Employer training programs aimed at preparing applicants for entry to a bargaining

unit position or preparing an employee for advancement to a higher level position outside the bargaining unit.

Section 14.13 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certifies that the employee is fit for duty, the employee may elect or the Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the

confidential nature of all medical records obtained through this process.

ARTICLE 15
LAYOFF AND RECALL

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job in the department. "Seniority" shall mean, for purposes of this Section, the employee's continuous service within the City.

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held, in the department provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order in which they were laid off.

ARTICLE 16
SEPARABILITY

Section 16.1

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such

invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time.** ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 17
UNION REPRESENTATION

Section 17.1 Union Stewards

The Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union Stewards from their job classifications or departments, other than in an emergency,

will be discussed with the Union in advance of any such transfers.

Section 17.2

The Union shall have the right and responsibility to represent the interest of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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 change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's 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 of 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 City and the employees covered by this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 health work environment for all employees the following drug and alcohol program is also established.

Section 18.2 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, and employee on the job or the premises of the Employer.

(c) Employer Premises: a property, facilities, land, buildings, structures, automobiles, trucks and other vehicles

owned, leased or used by the Employer as job sites or work locations and over the Employer has authority as employer.

(d) Employees: 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 Cause: 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee

has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 independent laboratory accredited by the NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively established that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designed in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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, or any employee.

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

Section 18.5 Employee Assistance Program

Employees are encouraged to seek help for a drug or alcohol program before it deteriorates into a disciplinary matter and may participate if they wish in the voluntary Employee Assistance Program.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such

graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and

subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into

negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which

it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:
   (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~Non-Prevailing Wage Rate Reopener~~

~~Four-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the~~

~~Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~Five-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO	**THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND REINFORCING IRONWORKERS, LOCAL 1**
By: _____	By: _____

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

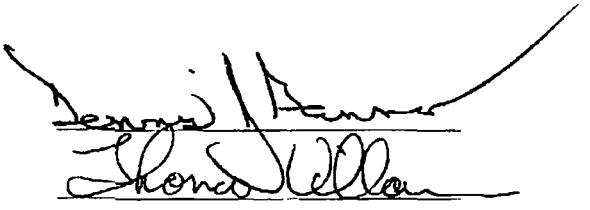
The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

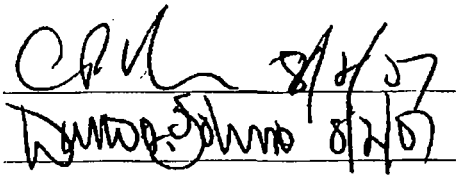
b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:



FOR THE CITY OF CHICAGO:



SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.
- Comprehensive Communication and Outreach Strategies.

FOR COUPE:

FOR THE CITY OF CHICAGO:

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole

remedies in the Award. In addition, if such an agreement is not reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

FOR THE CITY OF CHICAGO:

COLLECTIVE BARGAINING AGREEMENT

Between

ARCHITECTURAL AND ORNAMENTAL IRONWORKERS UNION LOCAL 63

And

CITY OF CHICAGO

Effective July 1, 20~~0~~17
Through
June 30, 201~~7~~22

Ratified by City Council on: ~~December 12, 2007~~ ,2018

CITY OF CHICAGO
AGREEMENT WITH
ARCHITECTURAL AND ORNAMENTAL IRONWORKERS UNION
LOCAL 63

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CITY OF CHICAGO
AGREEMENT WITH
ARCHITECTURAL AND ORNAMENTAL
IRONWORKERS UNION-LOCAL 63

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and Architectural and Ornamental Iron Workers Union-Local 63 (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1

RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classification:

Foreman of Architectural Iron Workers

Architectural Ironworker

Iron Inspector

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used

herein, refers to the above job classification, unless specified to the contrary.

ARTICLE 2

MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship

and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3

NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to ensure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely ~~effect~~ **affect** the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3 Grievance of Alleged Violation

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4

WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~**17**, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**,

the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 - 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 - 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 - 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 - 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 – 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~Section 4.4 – Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications

covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.5 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.6 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.

The time limits for acting into higher rated jobs shall not exceed one hundred eighty (180) days, except where a regular incumbent is on leave of absence, in which case the time limit for acting into such position may not exceed one (1) year, and no individual employee can act up into that position for more than ninety (90) days. The time limits may be extended by mutual agreement of the parties. If the one hundred eighty (180) day limit is extended to one (1) year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee. To the extent that the Employer continues to require the performance of the duties of the higher rated job beyond the time limits set forth herein, the position shall be treated as a "permanent vacancy" within

the meaning of Section - of this Agreement and the Employer shall post and fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.

Section 4.7 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the

shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the

Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 5

HOURS OF WORK AND OVERTIME

Section 5.1 The Workday and Workweek

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of five (5) consecutive eight (8) hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 p.m. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal work day shall begin at 8:00 a.m. and end at 4:30 p.m. as determined by the Employer.

Notwithstanding the foregoing, it is agreed that the Employer may change the established starting time of the Monday through Friday work day for a department, bureau, work unit, crew or individual upon fourteen (14) days written notice to the Union and affected employees, and discussion with the Union. Said starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without agreement by the Union. Failure to comply with this provision shall result in the payment of appropriate premium time to affected employees.

Section 5.2 Overtime

All work performed in excess of 40 hours worked per week or in excess of 8 hours worked per day when the employee has 40 hours of work or excused absences; or on Saturday or Sunday as such when Saturday and Sunday are not part of the employee's regular work week; or on the sixth or seventh consecutive day worked, shall be paid for at two (2) times the regular straight time hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.

Section 5.3 Overtime Distribution

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Section 5.4 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.5 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.6 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.7 Compensatory Time

Any banked overtime and/or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6

HOLIDAYS

Section 6.1 Current Holidays

(a) Full-time hourly employees shall receive eight hours straight-time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

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

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

(d) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided

such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked. If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight (8) hours at straight time for such holiday. All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said

holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday and/or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the Department Head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless absence is for a reason the Employer finds to be valid.

ARTICLE 7

VACATIONS

Section 7.1 Amount

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service Prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days

After 25 years 25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3 Forfeit of Vacation

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days** (up to three **(3)**

~~such~~ ~~vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4 Employees Laid-Off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate of Vacation Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Selection

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal

work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

Section 7.7 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six** of their vacations days one or more days(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection)**. Such days(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be**

charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i) mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the

representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

~~**Section 7.8**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose~~

~~of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

ARTICLE 8

CONTINUOUS SERVICE

Section 8.1 Definition

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) Unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 calendar days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986, who render service for any other Employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is

discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first ~~six (6)~~ **twelve (12)** months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after ~~six (6)~~ **twelve (12)** months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2) if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have worked more than twelve (12) consecutive months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an**

evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.

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

ARTICLE 9

GROUP HEALTH, VISION CARE, DENTAL LIFE AND ACCIDENT BENEFITS

Section 9.1

a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage, **based on the applicable**

percentage of their base salary, subject to the then-applicable salary cap:

~~1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE+1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

	Single	**Employee + 1**	**Family**	**Salary Cap**
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
July 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
July 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

~~2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified~~

~~below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written

communication from the Employer or its insurance carrier, or some other similar advisory.

i) Effective January 1, 2019, prescription drug benefits shall be subject to an annual deductible of $35 per household. Effective January 1, 2021, prescription drug benefits shall be subject to an annual deductible of $75 per household.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

a. Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

b. Appointment by the City and Coalition of a Co-Chair and Vice-Cochair as designated in the Trust Agreement.

c. Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

d. Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions) by 2020. The parties will work through the LMCC to identify changes

that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or the Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the

identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10

LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~The City proposes to change the salaried employee sick pay provisions of the Agreement as follows:~~

~~Salaried employees who are granted paid sick leave as of the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, as long as he/she continued to work under a classification that was receiving sick leave at the execution of this Agreement.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i) mother, father, husband, wife, brother or sister (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided**

that the employee's domestic partner is registered with the Department of Human Resources. In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the hospitalization and recovery. Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Personal Leaves

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise

seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the

employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.6 Duty Disability Leaves

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with the subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical

officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to the employee's entitlement to Duty Disability.

Section 10.7 Medical Leaves

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job/classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's

release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the

12-month period prior to the leave. 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
- Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to two (2) weeks paid parental leave for the birth of a child or children by 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.

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11

DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1 Procedure for Department Review of Disciplinary Action

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel Board hearing, provided that said employee shall be

guaranteed upon request, a full hearing, before said Board, in accordance with the said Board's rules.

It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given thirty (30) days advance notice of discharge, and has seven (7) days from receipt of the notice to appeal.

If the employee does not file an appeal within the seven (7) day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the thirty (30) day notice period and the employee shall remain on the pay roll for the full notice period, except if prior to completion of the thirty (30) day notice period; (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the thirty (30) day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various

factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee. In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the

right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 calendar days of the Employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court

of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police Board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1: Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the Employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the

meeting or further investigation, the employee may request in writing to the Department Head for review of said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days or receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice or discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2: Within three (3) working days or any mutually agreed upon extension after the Department Head or designee receives the employee's request for review, the Department Head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The Department Head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the

Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3: Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties.

The Department Head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4: If the matter is not settled at Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of Sections 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement. Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - IMMEDIATE SUPERVISOR

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the

Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the

other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request

to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the

Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party.

Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this agreement shall be the sole source of any

rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure, or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the Union at Step II or Step III.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance

under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a

disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained

in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation

can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this

Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal

shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12

NO STRIKES-NO LOCKOUT

Section 12.1 No Strikes

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to

sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2 Union Efforts

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3 Discipline

The Employer may terminate the employment of or otherwise discipline any employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4 No Lockout

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13

DUES CHECK-OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3 and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Local Unions within seven (7) days name, address, classification, rate of salary and starting date of any new employee hired into the Local Union's bargaining unit.

The City and the Coalition Unions will create a committee to review and explore the feasibility of using electronic

records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

Section 13.2 Fair Share

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3 Right of Non-Association

Nothing in this Agreement shall be inconsistent with Section 6 (g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4 Condition of Employment

Each employee who on the effective date of this Agreement is a member of the union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain

his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, thirty (30) days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14

MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the Unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if an Ironworker is on vacation, a Plumber shall not be assigned as a replacement Ironworker. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11.3 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement,

thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11.3 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a) Plan (or any similar successor Plan agreed to by the Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to that employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a

reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publications and notice to the affected employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee concerning the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department

safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presents the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll Period**
- **Payroll Number**
- **Employee Number**
- **Name**
- **Title Code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e., address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured file transfer protocol (SFTP) available to the Union to receive the information.

~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate,~~

~~status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or Employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In

the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.9 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its

ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.9.

Section 14.10 Filling of Permanent Vacancies

The Employer will post vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic

posting. Said vacancy shall be posted for 14 days on the CAREERS website. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify the Union. Prior to the commencement of the selection process, the Employer will provide the Union with a list of qualified bidders.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents considered during the hiring process, including documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notified by the Department Head and informed of the reasons for non-selection.

The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has

just cause based on the employee's job performance at any time during that period that the successful bidder cannot perform the 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.

Section 14.11 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certifies that the employee is fit for duty, the employee may elect or the Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The employee

shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through this process.

ARTICLE 15

LAYOFFS/RECALL

Section 15.1 Layoffs/Recall

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job. "Seniority" shall mean, for purposes of this Section, the employee's service in the job title (time-in-title) City-Wide. A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off.

ARTICLE 16

SEPARABILITY

Section 16.1 Separability

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of

the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time.** ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 17

UNION REPRESENTATION

Section 17.1 Union Stewards

The Union will advise the Employer in writing, of the names of the Stewards in each Department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the Stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or Departments because of their activities on behalf of the Union. Any transfers of Union Stewards from their job classifications or Departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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 procedures.

ARTICLE 18

DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's 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

City and the employees under this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the Employer 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 health work environment for all employees, the following drug and alcohol program is also established.

Section 18.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until

test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 independent laboratory accredited by the NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for Federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be

prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

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

Section 18.5 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 the voluntary Employee Assistance Program.

ARTICLE 19

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20

RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor Agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21

TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022.**

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:
   (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a

projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;

- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~Non-Prevailing Wage Rate Reopener~~

~~Four-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second~~

~~five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~Five-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term~~

~~(07/01/2012 to 06/30/2017) set forth in Article 4, Section 4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

CITY OF CHICAGO	**ARCHITECTURAL AND ORNAMENTAL IRONWORKERS UNION LOCAL 63**
By: _____	By: _____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

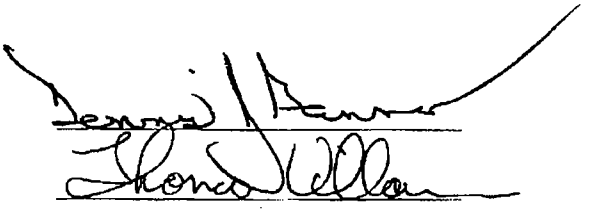
The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

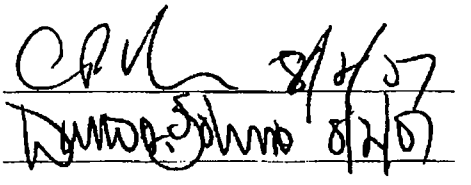
b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and

sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:



FOR THE CITY OF CHICAGO:



SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

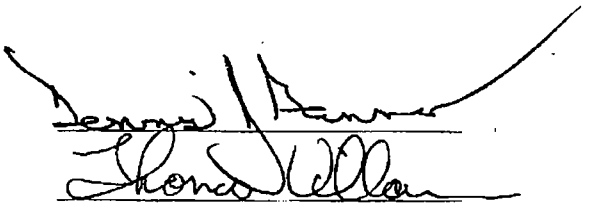
Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.

- Comprehensive Communication and Outreach Strategies.

FOR COUPE:



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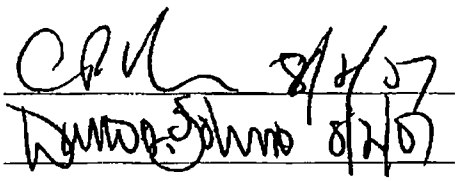


LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

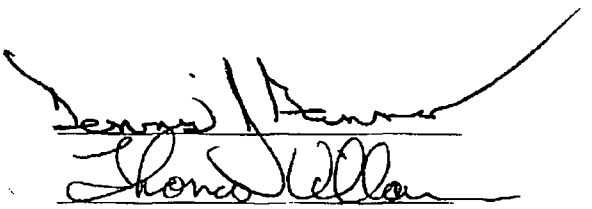
FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:



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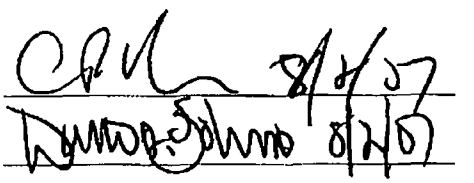

COLLECTIVE BARGAINING AGREEMENT

Between

SPRINKLER FITTERS AND APPRENTICES UNION
LOCAL NO. 281

And

CITY OF CHICAGO

Effective July 1, 20~~0~~17
Through
June 30, 201~~7~~22

Ratified by City Council on: ~~December 12, 2007~~ ,2018

CITY OF CHICAGO
AGREEMENT WITH
SPRINKLER FITTERS AND APPRENTICES UNION
LOCAL NO. 281

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CITY OF CHICAGO
AGREEMENT WITH
SPRINKLER FITTERS AND APPRENTICES UNION
LOCAL NO. 281

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and Local No. 281, Sprinkler Fitters and Apprentices Union (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Sprinkler Fitter

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship

and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely ~~effect~~ **affect** the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of

this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~**17**, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~**Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay

in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.5 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.6 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.

The time limits for acting into higher rated jobs shall not exceed one hundred eighty (180) days, except where a regular incumbent is on leave of absence, in which case the time limit for acting into such position may not exceed one (1) year, and no individual employee can act up into that position for more than ninety (90) days. The time limits may be extended by mutual agreement of the parties. If the one hundred eighty (180) day limit is extended to one (1)year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee. To the extent that the Employer continues to require the performance of the duties of the higher rated job beyond the time limits set forth herein,

the position shall be treated as a "permanent vacancy" within the meaning of Section - of this Agreement and the Employer shall post and fill the job as a "permanent vacancy" subject to the applicable provisions of that Section,

Section 4.7 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union

over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 5
HOURS OF WORK

Section 5.1

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of five (5) consecutive 8-hours days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 p.m. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal work day shall begin at 8:00 a.m. and end at 4:30 p.m. as determined by the Employer. The Employer may change the time of its normal work day or work week upon reasonable notice to, and upon request, discussion with the Union.

Notwithstanding the foregoing, it is agreed that the Employer may change the established starting time of the Monday through Friday work day for a department, bureau, work unit, crew or individual upon fourteen (14) days written notice to the Union and affected employees, and discussion with the Union. Said starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without agreement by the Union. Failure to comply with this provision

shall result in the payment of appropriate premium time to affected employees.

Section 5.2 Overtime

All work performed in excess of 40 hours worked per week or in excess of 8 hours worked per day when the employee has 40 hours of work or excused absences; or on Saturday or Sunday as such when Saturday and Sunday are not part of the employee's regular work week; or on the sixth or seventh consecutive day worked, shall be paid for at two (2) times the regular straight time hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.

Section 5.3 Overtime Equalization

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the

employees within the same classification and within the same work location.

Section 5.4 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four(4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.5 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum

of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.6 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.7 Compensatory Time

Any banked overtime and/or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in

the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1

a) Full-time hourly employees shall receive eight hours straight-time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Lincoln's Birthday
5. Washington's Birthday

6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. Christmas Day

c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

d) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in

connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1 he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees who regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility:

Continuous Service Prior to July 1	Vacation

Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with

the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days (**up to three **(3)** ~~such~~ ~~vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved

leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time. Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The

Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

Section 7.7

Employees may receive up to ~~five~~ **six** of their vacations days one or more days(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above

(Vacation Selection). Such days(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.**

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical

illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i) mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

~~**Section 7.8**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education,~~

~~the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or

2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) Unpaid leave of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the~~

~~Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first ~~six (6)~~ **twelve (12)** months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after ~~six (6)~~ **twelve (12)** months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2)** if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary

period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have worked more than twelve (12) consecutive months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.**

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

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage, **based on the applicable percentage of their base salary, subject to the then-applicable salary cap:**

~~1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE+1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~

~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

	Single	Employee + 1	Family	Salary Cap
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
July 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
July 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

~~2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

d) A dispute between an employee (or his/her covered dependent) and the processor of claims not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

i) Effective January 1, 2019, prescription drug benefits shall be subject to an annual deductible of $35 per household. Effective January 1, 2021, prescription drug benefits shall be subject to an annual deductible of $75 per household.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Labor Management Cooperation Committee ("LMCC") pursuant 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

a. Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

b. Appointment by the City and Coalition of a Co-Chair and Vice-Cochair as designated in the Trust Agreement.

c. Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

d. Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the

methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or the Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as he/she is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military

pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~The City proposes to change the salaried employee sick pay provisions of the Agreement as follows:~~

~~Salaried employees who are granted paid sick leave as of the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, as long as he/she continued to work under a classification that was receiving sick leave at the execution of this Agreement.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)**

mother, father, husband, wife, brother or sister (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the hospitalization and recovery. Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be

made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with the subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to the employee's entitlement to Duty Disability.

Section 10.6 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower

seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a

form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.7 Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or

if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

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

on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been

employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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
- Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to two (2) weeks paid parental leave for the birth of a child or children by 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.

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the

Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has seven (7) days from receipt of the notice to appeal. If the employee does not file an appeal within the seven (7) day period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the employer to retain the employee on the payroll beyond the 30-day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that he/she is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section shall not in and of itself result in a

reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 calendar days of the employer being made aware of the alleged

rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation off this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police Board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1

Within 5 working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the Union and employee. Discipline shall be administered as soon as possible after the employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employer may request in writing to the department head for review of said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice or discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2

Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting,

unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4

If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of Section 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter

called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance with the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - Immediate Supervisor

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form,

employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head designee

shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process

and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any Step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at

Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - Arbitration

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The

failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party.

Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the

evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/Union at Step II.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where

this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the

grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate

reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The

interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employeé's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges

against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein,

rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement

of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the

parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes,

picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during

the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3, and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or 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, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

The City and the Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the

Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of

the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to

train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a sprinkler is on vacation, a carpenter shall not be assigned as a replacement sprinkler. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11.3 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have

the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11.3 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in

this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a) Plan (or any similar successor Plan agreed to by the Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to that employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected Employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this Agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee

shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee concerning the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presents the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to

that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll Period**
- **Payroll Number**
- **Employee Number**
- **Name**
- **Title Code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e., address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured file transfer protocol (SFTP) available to the Union to receive the information.

~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who

is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a

reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.9 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer.

Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.9.

Section 14.10 Filling of Permanent Vacancies

The Employer will post vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancy shall be posted for 14 days on the CAREERS website. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify the Union. Prior to the commencement of the selection process, the Employer will provide the Union with a list of qualified bidders.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents considered during the hiring process, including documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notified by the Department Head and informed of the reasons for non-selection.

The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based on the employee's job performance at any time during that period that the successful bidder cannot perform the 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.

Section 14.11 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant

limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certifies that the employee is fit for duty, the employee may elect or the Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through this process.

ARTICLE 15
LAYOFFS/RECALL

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job in the department. "Seniority" shall mean, for purposes of this Section, the employee's continuous service in Bargaining Unit title(s).

Employees shall be recalled in the reverse order they were laid off.

ARTICLE 16
SEPARABILITY

Section 16.1

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of**

time. ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 17
UNION REPRESENTATION

Section 17.1 Union Stewards

The Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union Stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's 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 City and the employees covered by this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 health work environment for all employees, the following drug and alcohol program is also established.

Section 18.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises; and

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe than an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting; and

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 independent laboratory accredited by the NIDA or any

successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the NIDA guidelines for federal workplace drug testing programs, dated April 1, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employees was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

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

Section 18.5 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 the voluntary Employee Assistance Program.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-

apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training

programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into

negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:
   (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any

individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;

- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~**Non-Prevailing Wage Rate Reopener**~~

~~**Four-Year:** This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4,~~

~~Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~**Five-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4.~~

~~Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO	**SPRINKLER FITTERS AND APPRENTICES UNION, LOCAL NO. 281**
By: _____	By: _____

[EMS:LOCAL-281]

LABOR NEGOTIATIONS BETWEEN

THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

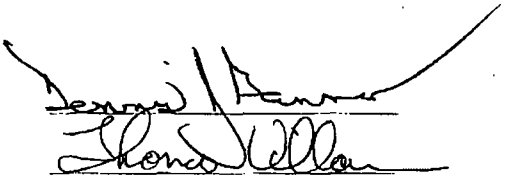
Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

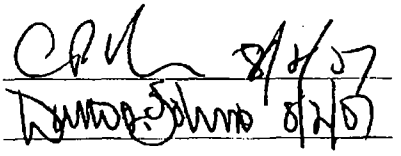
b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:



FOR THE CITY OF CHICAGO:



LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

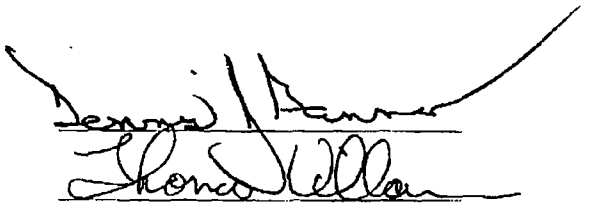
Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

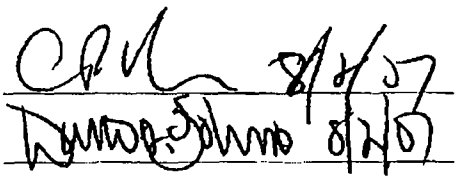
- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.

- Comprehensive Communication and Outreach Strategies.

FOR COUPE:



FOR THE CITY OF CHICAGO:



LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

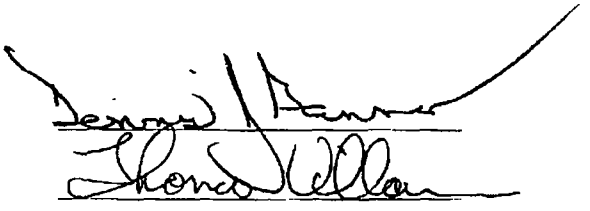
FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:



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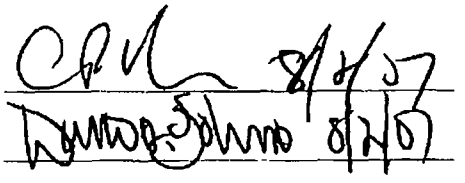

COLLECTIVE BARGAINING AGREEMENT

Between

UNITED ORDER OF AMERICAN BRICKLAYERS AND STONE MASONS LOCAL 21

And

City of Chicago

Effective July 1, ~~2007~~ 2017
Through
June 30, ~~2017~~ 2022

Ratified by City Council on: ~~December 12, 2007~~

CITY OF CHICAGO AGREEMENT WITH
UNITED ORDER OF AMERICAN
BRICKLAYERS AND STONE MASONS
LOCAL 21

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AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and The United Order of American Bricklayers and Stone Masons, Local 21 (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Bricklayer
Bricklayer (Sub-Foreman)
Sewer Bricklayer
Sewer Bricklayer (Sub-Foreman)
Foreman of Sewer Bricklayers
Foreman of Bricklayers
Mason Inspector
Supervising Mason Inspector
(Supervisor of Utilities and Construction Inspection)
Chief Mason Inspector
General Foreman of Bricklayers

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other

terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they

shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3 Grievance of Alleged Violation

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of

this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the Union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~17, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~**Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)**~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-

the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.4 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired

effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.5 Inspectors

Inspectors employed under this Agreement shall receive the Foreman's rate of pay provided for in the Agreement(s) referred to in Sections 4.1 and 4.2 above.

Section 4.6 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned. The time limits for ~~such individual assignments to~~ **acting into higher-rated jobs shall not exceed one hundred eighty (180) days** ~~be ninety (90) days~~, except where a regular incumbent is on leave of absence, in which case the time limit **for acting into such position may not exceed one (1) year** ~~be six (6) months~~ **and no individual employee can act into that position for more than ninety (90) days.** The time limits may be extended by mutual agreement of the parties. **If the one hundred eighty (180) day**

time limit is extended to one year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee. To the extent the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits set forth herein, the ~~assignment~~ **position** shall be treated as a "permanent vacancy" within the meaning of Section 14.10 of this Agreement~~,~~ and **the employer** shall ~~be subject to the applicable~~ **posting** and **fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.**

Section 4.7 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is

entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence

(including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly

staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 5
HOURS OF WORK AND OVERTIME

Section 5.1

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of five (5) consecutive eight (8) hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 p.m. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal work day shall begin at 8:00 a.m. and end at 4:30 p.m. as determined by the Employer.

Notwithstanding the foregoing, it is agreed that the Employer may change the established starting time of the Monday through Friday work day for a department, bureau, work unit, crew or individual upon fourteen (14) days written notice to the Union and affected employees, and discussion with the Union. Said starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without

agreement by the Union. Failure to comply with this provision shall result in the payment of appropriate premium time to affected employees.

Section 5.2 Overtime

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day when the employee has 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. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked. **All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.**

Section 5.3 Overtime Distribution

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the

opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3(a).

Section 5.4 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that

day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.5 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.6 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.7 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1 Current Holidays

a) Full-time hourly employees shall receive eight hours straight-time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

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

c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation

schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

d) The benefits set forth in (a), (b) and (c) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1 he/she shall be paid at the rate of two (2) times (which included holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight (8) hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to

pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1 Amount

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service prior to July 1	Vacation
Less than 6 years	13 days
6 or more, but less than 14 years	18 days
14 years or more	23 days
after 24 years	24 days
after 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with

the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days (**up to three **(3)** ~~such vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an

employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4 Employees Laid-off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate of Vacation Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for

the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Selection

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a

Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~**Section 7.7 Reciprocity With Other Agencies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that~~

~~such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.7 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six (6)** of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection).** Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and**

then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1 Definition

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) Unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~Section 8.3 Reciprocity~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is

discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first **twelve (12)** ~~six (6)~~ months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after **twelve (12)** ~~six (6)~~ months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2) if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned**

to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.

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

Section 8.6 Filling of Permanent Vacancies

The Employer shall determine if there is a permanent vacancy to be filled and at any time before said vacancy shall be filled.

The Employer will post ~~vacancy~~ vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted ~~announcements~~ for fourteen (14) days on the CAREERS WEBSITE. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify. Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders

~~The Employer shall post vacancies for fourteen (14) days and the Union shall be provided a copy of said posting no later than the first day of posting.~~

Qualified bargaining unit employees shall be given an equal opportunity to bid on equal rated jobs in another department or hirer rated vacancies Citywide which are declared vacant by the Employer. The Employer shall select the most qualified applicant. In making selections Bargaining Unit applicants shall be given preference over non-bargaining unit applicants unless non-bargaining unit applicants have demonstrably greater skill and ability to perform the work. Where bargaining unit applicants are relatively equally qualified, the Employer shall select the most senior employee of those applying. The Employer shall determine whether employees are "relatively equally qualified." "Seniority" shall mean, for purposes of this Section, the employee's continuous service in the Bargaining Unit.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall

be so notifies by the Department Head and information of the reason for non-selection.

The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period that the successful bidder cannot perform the 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.

Section 8.7 Transfer Within a Department

Employees within a department who desire a change in shift, day(s) off or location of their job assignment shall request such change in writing on a form to be provided by the Employer.

Employees may file such requests in December for the period beginning in January and continuing through June of the following year and in June for the period beginning in July and continuing through December. Employees filling multiple requests and accepting a transfer shall only be allowed a single transfer in the six (6) month period.

Employees shall receive a copy of all requests filed with receipt noted on the copy. A list of such request from each

department shall be provided to the Union by January 30 and July 30 of each year.

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, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation.

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

(a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

(b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage **based on the applicable percentage of their base salary (not including overtime) limited by the salary cap:**

	Single	**Employee +1**	**Family**	**Salary Cap**
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765%**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**

Jan. 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
Jan. 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

~~(1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE +1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

~~(2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~

~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

Effective January 1, 2019, prescription benefits shall be subject to an annual deductible of $35 per Employee (one annual deduction per household).

Effective January 1, 2021, prescription benefits shall be subject to an annual deductible of $75 per Employee (one annual deduction per household).

(c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

(d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

(e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to

conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

(f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

(g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

(h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is

not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to ~~create~~ **maintain** 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

(a) Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be

appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

(b) Appointment by the City and Coalition of a Co-Chair and Vice-Co-chair as designated in the Trust Agreement.

(c) Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

(d) Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions bargaining units) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced,

including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or Coalition Unions offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or**

adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the **serious health condition.** ~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who

return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with the subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to the employee's entitlement to Duty Disability.

Section 10.6 Personal Leave

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee

is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.7 Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave

of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided

reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. 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**

- Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to two (2) weeks paid parental leave for the birth of a child or children by 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.

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1 Disciplinary Action

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearings, provided that said employee shall be guaranteed, upon a request, a full

hearing before said Board in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has seven (7) days from receipt of the notice to appeal. If the employee does not file an appeal within the seven (7) day period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30 day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30 day notice period, (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event many the employee require the Employer to retain the employee on the payroll beyond the 30 day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall

be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases of oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee. In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within 30 calendar days of the employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of

Illinois, and the decision of the Personnel or Police board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 11.2 Procedure for Department Review of Disciplinary Action Including Suspension

Step 1 Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the Union and employee.

Step 2 Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension.

Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3 Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage

the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the exclusive remedy for all disciplinary action, including suspension for 10 days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4 If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3 Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of Sections 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - IMMEDIATE SUPERVISOR

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than

twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the

Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following

instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the

event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript

shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to

exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/union at Step II.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and

the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly,

or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable

against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a

polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance

concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It

is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1 No Strikes

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to, sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2 Union Efforts

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3 Discipline

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4 No Lockout

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3, and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance

upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The City and Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

Section 13.2 Fair Share

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3 Right of Non-Association

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon

the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4 Condition of Employment

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will

retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a bricklayer is on vacation, a carpenter shall not be assigned as a replacement bricklayer. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in

the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

The City agrees to provide representatives from Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as

well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working

condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee concerning the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presented the strong likelihood

of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, he will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll period**
- **Payroll Number**
- **Employee number**
- **Name**
- **Title code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e. address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured transfer protocol (SFTP) available to the Union to receive the information. ~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under

and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.9 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer

shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.9.

Section 14.10 Equipment Reimbursement

Effective beginning in 20~~08~~**18**, the Employer will reimburse employees up to ~~$75~~ **$100** per year toward the cost of any required steel-toe shoes or boots if the employer requires the employee to wear such shoes, and if the employee ~~they~~ presents a receipt showing the purchase of such equipment. Upon mutual agreement of the parties, the Employer may institute a commissary for the purchase of steel-toed shoes or boots in lieu of said payment.

Section 14.11 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent

for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, at the Employer's sole expense, to be subject to an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through the process.

ARTICLE 15
LAYOFFS/RECALL

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job. "Seniority" shall mean, for purposes of this Section, the employee's continuous service within the bargaining unit.

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off.

ARTICLE 16
SEPARABILITY

Section 16.1

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and**

effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time. ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 17
UNION REPRESENTATION

Section 17.1 Union Stewards

The Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union Stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statements

The City of Chicago's 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 City and the employees covered by this Agreement serve.

Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 18.2 Definitions

(a) Alcohol: Ethyl alcohol

(b) Prohibited Items and 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer, job sites or work locations and over which the Employer 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 Cause: 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until

test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol;

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 from authorizing the test, he or she will be subject to termination.

(c) Drug and alcohol testing will be conducted by an independent laboratory accredited by NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

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

Section 18.5 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 the voluntary Employee Assistance Program.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the

postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:
   (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a

projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;

- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~**Non-Prevailing Wage Rate Reopener**~~

~~**Four-Year:** This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second~~

~~five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~**Five-Year:** This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term~~

~~(07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO

By: _____

UNITED ORDER OF AMERICAN BRICKLAYERS AND STONE MASONS LOCAL 21

By: _____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 19 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.

- Comprehensive Communication and Outreach Strategies.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

COLLECTIVE BARGAINING AGREEMENT

Between

CHICAGO AND NORTHEAST ILLINOIS DISTRICT COUNCIL UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA (AFL-CIO)

And

CITY OF CHICAGO

Effective July 1, ~~2007~~ 2017
Through
June 30, ~~2017~~ 2022

Ratified by City Council on ~~December 12, 2007~~

CITY OF CHICAGO
AGREEMENT WITH
CARPENTERS

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CITY OF CHICAGO
AGREEMENT WITH
CHICAGO AND NORTHEAST ILLINOIS DISTRICT
COUNCIL UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA (AFL-CIO)

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and the Chicago and Northeast Illinois District Council United Brotherhood of Carpenters and Joiners of America (AFL-CIO) (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Carpenter
Foreman of Carpenters
General Foreman of Carpenters
General Foreman of General Trades
Lather
Locksmith

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other

terms and conditions of employment. The term "employee" as used Herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship

and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to ensure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3 Grievance of Alleged Violation

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~**17**, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on

such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 - 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 - 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 - 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 - 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 - 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 - 3.5%~~

~~**Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in

any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.4 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City Council**, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.5 General Foreman of General Trades

Effective **July 1, 2019**, the General Foreman of General Trades will receive **$10.00** per hour more than a Carpenter in accordance with Sections 4.1 and 4.2 and as set forth in Appendix A.

Section 4.6 General Foreman

Effective **July 1, 2018,** the General Foreman will receive **$4.50** per hour more than a Carpenter in accordance with Section 4.1 and 4.2 and as set forth in Appendix A, **and effective July 1, 2019, the General Foreman will receive $5.00 per hour more than a Carpenter in accordance with Section 4.1 and 4.2 and as set forth in Appendix A.**

Section 4.7 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The

employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations

with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 5
HOURS OF WORK AND OVERTIME

Section 5.1 The Work Week

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week. The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, and two (2) consecutive days off, with a one-half (½) hour unpaid lunch period in the middle of the day, except where other hours are currently in effect.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal work day shall be between the hours of 8:00 am. and 4:30 pm., except where different hours are currently in effect.

Notwithstanding the foregoing, it is agreed that the Employer may change the established starting time of the Monday through Friday work day for a department, bureau, work unit, crew or individual upon fourteen (14) days written notice to the Union and affected employees, and discussion with the Union. Said starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without agreement by the Union. Failure to comply with this provision

shall result in the payment of appropriate premium time to affected employees.

Section 5.2 Overtime

Overtime and premium pay shall be defined and paid in accordance with the historical and traditional practices of the Employer and the Union pursuant to the applicable collective bargaining agreement (Mid-American Regional Bargaining Association Area Agreement) which is negotiated in the private sector and which historically and traditionally governs said payment. The Union shall certify and provide evidence to the Employer of said overtime and premium definitions and rates as described above.

All work performed in excess of eight (8) hours worked in any 24 hour period shall be considered overtime and paid for at the rate of one and one-half (1-1/2) times the regular straight time hourly rate of pay for the first two (2) hours of overtime worked after the regular eight (8) hour shift and two (2) times the regular straight time hourly rate of pay for overtime worked in excess of two (2) hours after the regular eight (8) hour shift. Work required to be performed before a regular work shift shall be paid for at two (2) times the regular straight time hourly rate of pay.

All work performed on Saturday shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay for the first regularly scheduled eight (8) hours of overtime worked between 8:00 a.m. and 4:30 p.m. (except as changed per § 5.1). All other overtime on Saturday, including

work performed outside of established work hours, shall be paid for at two (2) times the regular straight time hourly rate of pay. Scheduled or unscheduled overtime shall not cause the above to change.

All work performed on Sunday, shall be paid for at two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section **but shall be given compensatory time on an hour for hour basis for all overtime worked Monday through Friday, and will receive pay at the appropriate overtime rate for Saturday and Sunday overtime.** There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked. **All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.**

Section 5.3 Overtime Distribution

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall

be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3(a).

Section 5.4 Call-In-Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.5 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 or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned. The time limits for ~~such individual assignments to~~ **acting into higher-rated jobs shall not exceed one hundred eighty (180) days** ~~be ninety (90) days~~, except where a regular incumbent is on leave of absence, in which case the time limit **for acting into such position may not exceed one (1) year** ~~be six (6) months~~ **and no individual employee can act into that position for more than ninety (90) days.** The time limits may be extended by mutual agreement of the parties. **If the one hundred eighty (180) day time limit is extended to one year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee.** To the extent the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits set forth herein, the ~~assignment~~ **position** shall be treated as a "permanent vacancy" within the meaning of Section 14.10 of this Agreement~~,~~ and **the employer** shall ~~be subject to the applicable~~ **posting** and

fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.

Section 5.6 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.7 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar

day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.8 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1 Current Holidays

(a) Full time hourly employees shall receive eight hours straight time pay for the holidays set forth below:

1. New Years Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day

5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

(b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

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

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation

schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

(d) The benefits set forth in (a), (b) and (c) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight (8) hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day. Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1 Amount

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service Prior to July 1	Vacation
Less than 6 years	13 days

6 years or more, but less than 14 years	18 days
14 years or more	23 days
after 24 years	24 days
after 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service. The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days** (up to three **(3)** ~~such vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th.** 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.

Section 7.4 Employees Laid-off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate of Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Selection

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to

determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~**Section 7.7 Reciprocity With Other Agencies**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of~~

~~service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 7.7 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six (6)** of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above **(Vacation Selection)**. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.**

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1 Definition

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee

earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or

2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

1. Absences without leave.

2. Absences due to suspension.

3. Unpaid leave of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

~~**Section 8.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater~~

~~Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 8.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical

leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first **twelve (12)** ~~six (6)~~ months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after **twelve (12)** ~~six (6)~~ months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2)** if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within

one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.**

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

Section 8.6 Seasonal Employment

A seasonal employee is an employee who is employed in a job title for temporary work related to or caused by seasonal needs. The Employer shall notify the Union of the number and job titles of any such appointments. It is understood and agreed that the hiring and retention of seasonal employees shall be at the discretion of the Employer.

Seasonal appointees shall not become Probationary Career Service or Career Service employees by virtue of length of service in a seasonal appointment.

Seasonal employees who have accumulated less than twelve (12) months of seasonal service shall not be eligible for holidays, vacations, sick leave for salaried employees, vision care, dental, life and accident benefits, bereavement pay or jury duty, but will be provided with group health insurance under the same eligibility and conditions as other employees covered by this Agreement, except that elective medical care and pre-existing conditions, as those terms are defined in the standard group insurance policy, shall be excluded.

Seasonal employees shall be compensated at the same rate as career service employees. Seasonal employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures. Seasonal employees shall be eligible for recall to

seasonal positions in which they have accumulated five (5) months of said seasonal service, provided that such employees:

1. Shall not have received a negative evaluation during their last seasonal appointment and shall not have received (a) more than one written warning or (b) a disciplinary suspension in any Employer position;
2. Shall be available, fit for duty and subject to the same pre-employment screening procedures as are new applicants for employment when recalled, and shall have the present ability without further training to immediately perform the duties of the position to which they are recalled;
3. Shall not refuse recall. Upon recall, the employee shall promptly notify the Employer of his/her desire to return to work and shall be available to report for employment within seventy-two (72) hours of said notice or the employee shall be deemed to have refused recall;
4. Shall have been recalled within one year of the expiration of their last seasonal employment; and
5. Shall not have resigned or incurred a break in service during a period of appointment.

Employees who do not meet and continue to meet all of the five (5) conditions stated above, shall have their names permanently removed from the recall list.

Evaluations shall not be subject to the grievance procedure, except that the Employer shall not give a seasonal employee a negative evaluation for an arbitrary or capricious reason for the purpose of preventing the employee from becoming eligible for recall under this Section, and, only to that limited extent may such Employer action be subject to grievance.

A seasonal employee who is hired on an annual recurring basis within one year of his/her last termination, and who accumulates twelve (12) months of said seasonal service shall receive the benefits under this Agreement which are given to career service employees, and shall remit full contributions toward their health care coverage.

Effective January 1, 2001, seasonal employees with less than 12 months of seasonal service will continue to receive their current benefit package, but will pay a pro-rata share of the full contribution toward their health care coverage. The amount of that contribution shall be approximately 90% of the employee medical contribution for career service employees~~. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 0.92529%~~	~~EMPLOYEE +1 1.42173%~~	~~FAMILY 1.77345%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.72~~	~~19.55~~	~~24.38~~
~~$40,000~~	~~15.42~~	~~23.70~~	~~29.56~~
~~$50,000~~	~~19.28~~	~~29.62~~	~~36.95~~
~~$60,000~~	~~23.13~~	~~35.54~~	~~44.34~~
~~$70,000~~	~~26.99~~	~~41.47~~	~~51.73~~

~~$80,000 30.84 47.39 59.12~~
~~Maximum rate 34.74 53.37 66.56~~

~~Effective July 1, 2006, these contributions at selected salary levels per pay period will be adjusted as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE +1 1.9854%~~	~~FAMILY 2.4765%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~14.54~~	~~22.34~~	~~27.86~~
~~$40,000~~	~~19.39~~	~~29.78~~	~~37.15~~
~~$50,000~~	~~24.23~~	~~37.22~~	~~46.43~~
~~$60,000~~	~~29.07~~	~~44.68~~	~~55.72~~
~~$70,000~~	~~33.92~~	~~52.12~~	~~65.01~~
~~$80,000~~	~~38.76~~	~~59.56~~	~~74.30~~
~~$90,000~~	~~43.52~~	~~67.01~~	~~83.58~~
~~$100,000~~	~~48.46~~	~~74.46~~	~~92.87~~

The Department will provide the Union with written notice of the names of laid off seasonal employees within fourteen (14) days of layoff, and the names of rehired seasonal employees within fourteen (14) days of rehire.

Effective upon ratification, in the event the Employer intends to impose a disciplinary suspension with respect to a seasonal employee with at least five (5) years of seasonal service, as defined herein, and where the suspension would result in a loss of pay for the employee, 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. At the meeting the Employer will notify the employee and the Union of the contemplated disciplinary action and the reason(s) underlying it. The

employee and the Union will be given the opportunity to respond to the accusations at the meeting. This meeting shall be informal and there shall be no witnesses present unless both parties agree. The Employer may, at its option, conduct further investigation after this meeting. In the event discipline is imposed it shall not be subject to the grievance procedure, as nothing in this provision shall be deemed as altering the non-Career Service status of seasonal employees. This provision shall not apply where the suspension is the result of application of progressive discipline for violation of the Employer's time and attendance policies, provided that the Employer shall, upon request, provide the Union with copies of the employee's time and attendance record.

Upon request by either party made after one year from the date of ratification of this Agreement, the parties shall meet to discuss any proposed changes to this Section 8.6.

ARTICLE 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

(a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

(b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage **based on the applicable percentage of their base salary (not including overtime) limited by the salary cap:**

	Single	**Employee +1**	**Family**	**Salary Cap**
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765%**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
Jan. 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
Jan. 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

~~(1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE +1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

~~(2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

Effective January 1, 2019, prescription benefits shall be subject to an annual deductible of $35 per Employee (one annual deduction per household).

Effective January 1, 2021, prescription benefits shall be subject to an annual deductible of $75 per Employee (one annual deduction per household).

(c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

(d) A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

(e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

(f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

(g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

(h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive

continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

Section 9.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to ~~create~~ **maintain** 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City

of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 9.3

The Trust Agreement shall address, without limitation, the following:

(a) Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

(b) Appointment by the City and Coalition of a Co-Chair and Vice-Co-chair as designated in the Trust Agreement.

(c) Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

(d) Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 9.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 9.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as

calculated with respect to the Coalition Unions bargaining units) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 9.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the

release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 10
LEAVE OF ABSENCE

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-**

law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the **serious health condition.** ~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 10.5 Disability Leaves

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job

classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to the employee's entitlement to Duty Disability.

Section 10.6 Personal Leaves

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee. Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue. Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be

provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 10.7 Medical Leaves

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job/classification if it is vacant or if it is then occupied by an employee of lower seniority. In addition, the Employer will return an employee to the same

geographic location of his previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 10.8 Union Leave

The Employer shall grant request for leaves of absence for up to 2 employees for the purpose of service as a Labor Representative or Officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the employer. While on such leave to employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 10.9 Paid Parental Leave

Paid Parental Leave: 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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. Eligible

employees may be granted the following paid parental leaves, in conjunction with and as a 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
- Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to two (2) weeks paid parental leave for the birth of a child or children by 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.

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

ARTICLE 11
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 11.1 Disciplinary Action

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be

applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearings, provided that said employee shall be guaranteed, upon a request, a full hearing before said Board in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has seven (7) days from receipt of the notice to appeal. If the employee does not file an appeal within the seven (7) day

period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30 day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30 day notice period, (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event many the employee require the Employer to retain the employee on the payroll beyond the 30 day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline. In cases

of oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not

use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject mater, within thirty (30) days of the Employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to

agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this Agreement.

Section 11.2 Procedure for Department Review of Disciplinary Action Including Suspension

Step 1

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the Union and employee.

Step 2

Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designee shall render a written decision within two (2) working days of the meeting,

except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspensions for ten (10) days or less, or for suspensions of 11 days through 30 days

which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4

If the matter is not settled at Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance and Arbitration

Except as in disciplinary provisions of Sections 11.1 and 11.2 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The

Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I Immediate Supervisor

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance concerning that same issue with the Employer.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head/or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as

many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III Arbitration

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a

copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions

of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be resolved more expeditiously, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses and Information

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable

laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. Expedited Arbitration

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited

arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. Management of Arbitration Docket

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

Section 11.4 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate

reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an

unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the

same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions

allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2(b)(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

2(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

2(d) The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

ARTICLE 12
NO STRIKES NO LOCKOUT

Section 12.1 No Strikes

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party

conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2 Union Efforts

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3 Discipline

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4 No Lockout

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1 Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3, and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The City and Coalition Unions will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

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

Section 13.2 Fair Share

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3 Right of Non-Association

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 13.4 Condition of Employment

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the

jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Carpenter is on vacation, a Roofer shall not be assigned as a replacement Carpenter. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the

City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 14.3 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 11.3 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that

claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 11.3 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 14.4 Deferred Compensation

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

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by Coalition Unions) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

The City agrees to provide representatives from Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as

well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Section 14.5 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposal to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.6 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this Agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee concerning the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presented the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable

alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, he will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 14.7 Information to Union

The Employer will provide to the Union **Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:**

- **Payroll period**
- **Payroll Number**
- **Employee number**
- **Name**
- **Title code**
- **Overtime dollar amount per pay period**
- **Gross pay per pay period**
- **Contact information (i.e. address, phone, email, if available)**
- **Date of hire and continuous service date**
- **Base hourly rate**

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will

make a secured transfer protocol (SFTP) available to the Union to receive the information. ~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

Section 14.8 Subcontracting

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of

the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs which the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting the Employer will request and urge that the sub-contractor hire laid off employees.

Section 14.9 Filling of Vacancies

The Employer shall determine if there is a permanent vacancy to be filled and at any time before said vacancy is filled whether or not said vacancy shall be filled.

The Employer will post ~~vacancy~~ vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted for fourteen (14) days on the CAREERS WEBSITE. The posting shall contain at least the following information: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify. Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders.~~

~~The Employer shall post vacancies for 14 days and the Union shall be provided a copy of said posting no later than the first day of posting.~~

Qualified bargaining unit employees shall be given an equal opportunity to bid on jobs which are declared vacant by the Employer for promotion or transfer. The Employer shall select the most qualified applicant. In making selections bargaining unit applicants shall be given preference over non-bargaining unit applicants unless non-bargaining unit applicants have demonstrably greater skill and ability to perform the work. Where bargaining unit applicants are relatively equally qualified, the Employer shall select the most senior employee of

those applying. The Employer shall determine whether employees are "relatively equally qualified." "Seniority" shall mean, for purposes of this Section, the employee's service in the job title (time-in-title) City-wide.

The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause, based upon the employee job performance, at any time during that period that the successful bidder cannot perform the 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.

Prior to notifying the successful bidder/applicant, the Employer shall give the Union a list of bidders identifying, where applicable, the successful bidder(s). Upon request, the Employer shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notifies by the Department Head and information of the reason for non-selection.

Section 14.10 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.10.

Section 14.11 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, at the Employer's sole expense, to be subject of an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure

and maintain the confidential nature of all medical records obtained through the process.

ARTICLE 15
LAYOFFS/RECALL

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job.

"Seniority" shall mean, for purposes of this Section, the employee's service in the job title (time-in-title) City-wide. A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off.

ARTICLE 16
SEPARABILITY

Section 16.1

In the event any ~~of the~~ provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any **final and binding court decision, as well as any** Federal or State Law or Local Ordinance now existing or hereinafter

enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, **which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time.** ~~The parties agree to meet and adopt revised provisions which would be in conformity with the law.~~

ARTICLE 17
UNION REPRESENTATION

Section 17.1 Union Stewards

The Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes. Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union Stewards from their

job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry 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.

ARTICLE 18
DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

The City of Chicago's 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 City and employees covered by this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 18.2 Definitions

(a) Alcohol: Ethyl alcohol

(b) Prohibited Items and 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 Employer.

(c) Employer Premises: All property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer 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 Cause: 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 any body 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 18.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance,

the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 18.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two superiors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii)a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 independent laboratory accredited by NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner will inform the applicable department head of any employee who tests positive for alcohol or drugs, who in turn will initiate disciplinary proceeding under Section 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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 Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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, or any employee.

(j) No laboratory report or test results shall appear in the incumbent's personnel file unless they are part of a

personnel action under this program, but shall be placed in a special locked filed maintained by the Commissioner of Personnel, except as such disclosure may be required by this policy, law or ordinance.

Section 18.5 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 the voluntary Employee Assistance Program.

ARTICLE 19
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 19.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum

of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 19.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take

appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 20
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be

considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 21
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:
   (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any

individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~**Non-Prevailing Wage Rate Reopener**~~

~~**Four-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a~~

~~then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~**Five-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage~~

~~adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO	**CHICAGO AND NORTHEST ILLINOIS DISTRIC COUNCIL UNITED BROTHERHOOD OF CARPENTERS**
By: _____	By: _____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:	FOR THE CITY OF CHICAGO:
_____	_____
_____	_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.

- Comprehensive Communication and Outreach Strategies.

FOR COUPE:	FOR THE CITY OF CHICAGO:
_____	_____
_____	_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

SEASONAL EMPLOYMENT - "EQUAL DIGNITY"

Agree to the following in a Side Letter to this Agreement:

Effective upon ratification, in the event the Employer imposes a uniform disciplinary suspension on all members of a crew (including both career service and seasonal employees) for a disciplinary infraction(s) committed by that crew, and the Employer subsequently reduces the suspension imposed on the career service members of the crew to a lower, uniform level of discipline, and where the seasonal employee member(s) of the crew is not more culpable than the career service employees whose discipline was reduced, considering any prior relevant discipline, then the Employer shall reduce the discipline imposed on the seasonal employee(s) to the same amount as imposed on the career service employee crew members.

FOR COUPE: FOR THE CITY OF CHICAGO:

COLLECTIVE BARGAINING AGREEMENT

Between

LOCALS 1001 and 1092
of the LABORERS INTERNATIONAL UNION
OF NORTH AMERICA

and

CITY OF CHICAGO

Effective July 1, 2017
through
June 30, 2022

Ratified by City Council on:

LOCALS 1001 and 1092
of the LABORERS INTERNATIONAL UNION
OF NORTH AMERICA
and
CITY OF CHICAGO

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A G R E E M E N T

PREAMBLE

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation, herein referred to as the "Employer" or "The City", and the following local Unions, ~~Cement Workers Local 76,~~ County, Municipal Employees, Supervisor's and Foremen's Local 1001, and Water Pipe Extension, Bureau of Engineering Laborers Local 1092, herein referred to as the "Unions" or the "Locals".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Unions, establish equitable and peaceful procedures for the resolution of differences and establish wages, hours, and other terms and conditions of employment. If there is any difference between the terms of the local Agreement and the Master Agreement between the Employer and the Coalition ~~dated~~ **~~August 2, 2007~~**, (hereinafter referred to as the "Master Agreement"), then the terms of this Agreement shall take precedence over any terms in the Coalition agreement.

The Employer and the Unions encourage the highest possible degree of practical, friendly, cooperative relations between their respective representatives at all levels. The officials of the Employer and the Unions realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of

and regard for respective rights and responsibilities of both the Employer and the Unions.

ARTICLE 1
RECOGNITION AND INTEGRITY OF BARGAINING UNITS

Section 1.1 Recognition

The Employer recognizes the Unions as the sole and exclusive bargaining representatives for all employees in their respective bargaining units with respect to wages, hours and all terms and conditions of employment.

This Agreement covers all classifications and employees in the bargaining units as established by the Agreement of the parties dated March 6, 1984, enacted as an Ordinance of the City Council of the City of Chicago, dated May 30, 1984 consisting of the classifications listed in Schedule 1 of said Agreement and the classifications referred to in all side letter agreements concerning said bargaining units which shall be added to and made part of this Agreement. Said classifications are set forth in Appendix A.

The Employer recognizes the integrity of the bargaining units. With reference to the bargaining units described in Schedule 1 and referred to throughout this Agreement, it is further understood and agreed that the historical bargaining units set forth opposite each Union's respective name in Schedule 1 are descriptive and those units shall not be undermined, affected or modified by any unilateral Employer action including any changes or future changes in job titles or classifications as further described in Appendix A, unless otherwise provided in this Agreement. The Employer will not

assign bargaining unit work including all work currently being done by members of the bargaining units, to the jurisdiction of another bargaining unit (Local, Coalition or City) without the mutual, written agreement of the Unions involved except as provided in Section 1.2.

Section 1.2 Unit Work; All Unions Bound

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have prior to February 13, 1986 performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental or testing duties, to do trouble-shooting or where special knowledge is required, provided however, where employees do not report to work because of vacation, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another local union shall not perform the work of said employees. For example, if a laborer is on vacation, a truck driver shall not be assigned as a replacement laborer.

No supervisor or member of management may perform bargaining unit work, including on overtime, except as permitted by the current practice of the parties as set forth in Section 1.2 above.

The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency. This Section

shall apply to any union which represents a unit of the Employer's employees. Any assignments under this Section shall be temporary in nature except as provided in Section 1.2.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 1.3 Abolishment of Job Classification

If the Employer intends to abolish an existing job classification within a department or bargaining unit, the Employer shall notify the Union(s) affected as soon as it is known and, upon request, meet and discuss the Employer's intention. The Employer shall advise the Union(s) of its reasons and how, if at all, the work presently being performed by members of the unit will be performed in the future. Abolishment shall be defined as the layoff of all present members of the classification in a department or bargaining unit, including but not limited to instances where the City retains the title for possible future use. Any Employee for whom there is no more work as a result of such abolishment shall be treated as an employee who has lost his/her job as a result

of technological changes in accordance with Section 21.4 of this Agreement.

Section 1.4 New Classifications or Successor Titles

A. The Employer shall promptly notify the appropriate Union(s) within 45 days of its desire to establish a new classification or a successor title to any present classification, including a new or successor title to cover duties being performed by a member of the bargaining unit. No title which is already in use in another bargaining unit in the City shall be used as a successor title. Where the successor titles are used to clarify employee duties within bargaining units or where there are no changes in duties or where the new classification or successor title involves "de minimis" changes in or additions to present duties, such new classification or successor title shall automatically become a part of this bargaining unit and shall be covered under this agreement. Further, the wage rate for such new classification or successor title shall be the wage rate of the predecessor classification.

B. If the proposed new classification is a classification within the unit and involves new, different or substantial changes in duties (including additions and/or deletions) from existing job classifications in the unit, the Employer shall meet with the appropriate Union(s) to discuss the new classification and the rate of pay assigned by the Employer. No duties may be removed from any present bargaining unit classification or title and assigned or reassigned to another bargaining unit without the written consent of the Union

affected. The following covers situations where changes are non deminimis: where new duties are being added to a bargaining unit title, where the union consents to consolidation of classes, or where the proposed classification represents new work for the bargaining unit and the Employer and the Unions(s) cannot agree upon a rate of pay within 30 days of the notice of the proposed new classification, the rate of pay for such new classification will be arbitrated according to the arbitration provisions of this Agreement. If at any time prior to the Arbitrator's decision, the Employer chooses to fill or implement this new classification, the Employer may temporarily assign a rate of pay. The Arbitrator shall review the rate of pay by comparing it to the pay rates, responsibilities and working conditions of other Employer classifications, the labor market, and any other factor the Arbitrator determines to be relevant. The Arbitrator shall decide whether the pay rate decision by the Employer was reasonable. If the Arbitrator decides the Employer's pay rate decision was not reasonable and the Arbitrator decides to increase the rate of pay, the increase shall be made retroactively to the date this new classification was established. If the Arbitrator decides to decrease the rate of pay the decrease shall become effective as of the next pay period following the Arbitrator's decision.

The filling of a vacancy in any such classification shall be in accordance with Section 15.1 of this Agreement.

C. Present Personnel Rule 26 shall not be used to circumvent the provisions of this section.

D. Seniority. Where the present employees are placed by the Employer in a new classification under subsection 1.5 or remain in a successor title or classification under subsection 1.4, their time-in-title seniority shall consist of all time in the present (new or successor) class plus all time in the title immediately preceding.

Section 1.5 Assignment of New Work to Bargaining Unit

Whenever the City intends to establish a new job classification or undertakes to perform new work that may not be within the duties of a current bargaining unit classification, or makes various technological improvements in the manner in which an employee does his job, it will advise the Union in writing at least 45 days in advance, describing the new title and duties and providing a job description or equivalent description of duties. The City shall first consider whether such work is within the scope of work that has traditionally been performed, or which is currently being performed, by one of the bargaining units. If so, such work shall be assigned to a present or new classification within one of these bargaining units. If the City after determining that the work is not within the scope of traditional Laborer bargaining unit work decides not to include the new work within one of the present Laborer bargaining units and a dispute arises, the dispute shall be submitted to the Illinois Local Labor Relations Board for resolution.

Section 1.6 Jurisdictional Disputes

In the event that the Union files a grievance claiming that the Employer has violated the terms of this Agreement by assigning certain work to City employees represented by another union, or where the Employer receives a grievance from another union protesting the assignment of work to employees covered under this Agreement, the Employer shall serve written notice to the Union, and on the other affected union(s), of the existence of said dispute. This notice shall describe the nature of the work in dispute.

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 4 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

If the Union shall prevail in said arbitration and is awarded the work in dispute, and if, in that event, the other affected union(s) shall pursue a claim against the Employer that the reassignment of the work in dispute violates the Agreement of that other union, the provisions of this Section shall apply to that claim as well. All parties to the dispute shall have the right to participate in any arbitration hearing of that claim and to present evidence therein. Should the arbitrator in the second proceeding determine that the Employer's reassignment

of the work in dispute violates the other union(s)' Agreement, thereby requiring the Employer to comply with two conflicting arbitration decisions as to which of the unions is entitled to perform the disputed work, the following provisions shall apply.

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 4 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

Nothing herein shall preclude all parties to the dispute from voluntarily resolving it at any time.

Section 1.7 Labor-Management Committee Meetings

For the purpose of maintaining communications between the parties, and to discuss any relevant subject of mutual concern, but excluding specific grievances, proposed changes to the Agreement, and specific matters covered by a different committee process, the parties will hold Labor Management Committee meetings on a quarterly basis. The Committee will consist of appropriate representatives of each Local Union that is a party to this Agreement, and appropriate representatives of the City, including representatives from the Department of Human Resources/Labor Relations, the Law Department, the Office of Budget and Management, relevant operating departments, and other appropriate representatives, as needed. Relevant subjects of mutual concern to be discussed may include matters formerly handled by the Committee on Continuous Process Facilities, the Labor Management Training Committee, and the Emergency Call Out Plans Committee.

ARTICLE 2
UNION RIGHTS

Section 2.1 Right of Access

Duly authorized Officials to the Union will be permitted during normal working hours, to enter Employer facilities or be present where City work is being performed for purposes of handling grievances or investigating complaints pursuant to the collective bargaining agreement, observing conditions under which employees are working, meet with employees for these purposes or for the administration of this Agreement. The Union will not abuse this right and such right of entry 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 can establish reasonable rules of access in conformance with the purpose of Section 2.1. By mutual agreement between the Union and the Employer, the Union may call a meeting during working hours to prevent misunderstandings, resolve or clarify a position.

Section 2.2 Union Stewards

The Union will advise the Employer in writing promptly upon ratification of this Agreement of the names of the Stewards in each department or work location and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors shall not unreasonably withhold permission to the Stewards to engage in such activities.

Union Stewards shall not be discriminated against because of their activities on behalf of the Union; nor shall they be transferred. Union Stewards shall not be detailed from their Bureaus other than in an emergency, unless the Steward agrees. The Union shall cooperate with the Employer to ensure the ability of Stewards to perform the job. In the event of a

layoff, all employees acting as Union Stewards shall be the last laid off in the affected job classification.

Section 2.3 Employees

Employees shall, after giving appropriate notice to their supervisors, be allowed reasonable time-off with pay during working hours to attend hearings and meetings if they are called by and agreed to by the Employer, if such employees are entitled or required to attend because they are Union representatives, stewards, witnesses, or grievants. A designated employee representative shall be permitted to attend grievance step discussions, and arbitrator hearings. An employee who is subject to a proper subpoena shall be granted a leave of absence with pay to attend the hearing provided the employee deposits his subpoena fee with the City Comptroller.

Section 2.4 Union Business and Activities

Local Union representatives, officials appointed or elected by the Union not to exceed sixteen (16) shall be allowed time off without pay for legitimate Union business, such as Union meetings, Committee and/or board meetings, training sessions, or conferences. Nothing shall prevent an employee from using any accumulated time to cover such absences at the employee's option.

Requests for such time off shall be granted unless an employee's absence would interfere with the operating needs of the Employer, provided that, such requests shall not be unreasonably denied. The employee may, with the written consent

of the supervisor, adjust the employee's schedule to permit such attendance.

Local Union representatives not to exceed 16 will be permitted to attend State or International Laborers' and/or Building Trades conventions without a loss in pay for the time spent in route to and from and attending the convention up to three days for one state convention and up to seven days for one national convention. Such time off shall not be detrimental to the employee's record in any way.

Section 2.5 Union Leave of Absence

The Employer shall grant request for leaves of absence for up to 16 employees for the purpose of service as Laborer Representative or officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the Employer. While on such leave the employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee. Such employees may maintain their participation in pension programs including retroactively, provided the employee and/or the Union makes the full contribution.

In the event the Employer hires at one time in excess of 200 additional employees in any one year under a Federal or State grant, an additional employee for each 200 hired, may be granted a temporary leave of absence for the term of such program. Such leave shall not be unreasonably denied. The

Union shall, where possible, give the Department Head 30 days' written notice requesting said leave(s). During such Union leave said employees shall continue to accumulate seniority and shall be eligible for and shall receive all benefits as if they were fully on duty, including but not limited to, pension accruals, only if the Union reimburses the Employer for all such employment costs on or before December 31 of each year.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

~~**Section 2.6 Personnel Transactions**~~

Section 2.6 Information to Union

The Employer will provide to the Union Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:

- Payroll period
- Payroll Number
- Employee number
- Name
- Title code
- Overtime dollar amount per pay period
- Gross pay per pay period

- Contact information (i.e. address, phone, email, if available)
- Date of hire and continuous service date
- Base hourly rate

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured transfer protocol (SFTP) available to the Union to receive the information. ~~on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also includes promotions and demotions); and Deaths.~~

~~Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.~~

~~(a) Bargaining Unit Report~~

~~The Employer will provide to the Union between the 15th and the 20th of the month a bargaining unit report of current active employees sequenced by:~~

~~1. Bargaining Unit~~
~~2. Department~~
~~3. Payroll Number~~
~~4. Title~~
~~5. Name~~

~~and a separate bargaining unit report sequenced by:~~

~~1. Bargaining Unit~~
~~2. Department~~
~~3. Title~~
~~4. Name~~

~~Both lists will completely update such information from the previous report and include employee name, address, social security number, dues code, title, pay schedule, grade, current pay rate, status, continuous service date, career service or seasonal seniority, time in title, date of birth, race and sex. The report shall be current to within 20 days of the date provided.~~

~~(b) Activity Report~~

~~The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will show:~~

~~- Duty Disability~~
~~- Career Service Retirements~~
~~- Career Service Resignations~~
~~- Career Service Discharges~~
~~- Non-Career Service Terminations~~
~~- Leaves of Absence~~
~~- Suspensions~~
~~- Reinstatements~~
~~- Reappointments~~

- Transfers (Change of department)
- Transfers (Change of payroll)
- Appointments (which also includes promotions and demotions)
- Death

For new appointments, the report will list employee name, address, social security number, department, payroll number, title code, title description, pay schedule, grade, pay rate, status, date of birth, race and sex.

For transactions involving current employees the report will list name, social security number, department, payroll number, title code, dues code, title description and transaction. The report will also list any changes in the employee's name, address, social security number, department, status, date of birth, race or sex.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

(c) Overtime Report

The Employer will provide to the Union by the 20th of each month an overtime report for bargaining unit employees which will provide the following:

- Payroll Period
- Payroll Number
- Employee Number
- Name
- Social Security Number
- Title Code
- Amount of Overtime for Period
- Amount of Overtime Year to Date

(d) PER-14's

~~The Employer agrees that the Union may review bargaining unit Personnel Transaction Reports (PER-14's) for members of the bargaining unit once a week. The weekly review will be on a day and time agreed upon by the Union and each department. The Union may review bargaining unit Personnel Transaction Reports (PER-14's) and, if desired, make copies upon payment of a $.10 cents per page fee.~~

~~For Bargaining Unit (PER-I4) showing appointments, promotions, discharges, resignations, or retirements, the Union may telephone a designated department representative to request information from such transaction reports. The Employer will make its best efforts to provide the requested information.~~

~~(e) Seniority List~~

~~The Employer shall submit to the Union annually, beginning 30 days from the execution of this Agreement and on March 15 of each year thereafter, a seniority list for the bargaining unit setting forth the following:~~

- ~~Department~~
- ~~Classification~~
- ~~Name~~
- ~~Time in Title Date~~
- ~~Number of Days in Title~~
- ~~Continuous Service Date~~
- ~~Status~~
- ~~Payroll Number~~
- ~~Social Security Number~~

~~Such lists shall be updated to the effective date of any layoff for the classification involved and shall be provided to the Union on the same day as the list is given to the department head or within 2 days of the layoff notice whichever is sooner. Disputes as to the accuracy of such lists may be brought to the~~

~~Employer's attention by the Union, in writing, and shall be resolved promptly by the Director of Labor Relations.~~

~~(f)~~ Personnel Transactions

~~——~~If the Employer develops any technical improvement in the collection and/or reporting of information provided to the Union under this Section (2.6), the Union shall have the advantage of any such improvement by receiving information and/or reports in the new or improved form.

~~(g)~~ Right to Request Information

Nothing provided in this Section shall limit the Union's right to request information regarding a specific dispute or grievance under any other Article of this Agreement, or under the law, for the purpose of administering this Agreement.

Section 2.7 Bulletin Boards

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 upon by the employer and the union within 90 days after execution of this agreement. Said bulletin boards or space shall be for the sole and exclusive use of the union for union business. All postings required by this agreement shall be on such bulletin boards. Posted material shall not be abusive, inflammatory or of a partisan political nature, but may describe issues involved in hearings or results of hearings. Posted material shall be signed and dated prior to posting.

Section 2.8 Backpay Awards

Whenever an employee shall be entitled to an award of back pay 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. 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.

ARTICLE 3
RULES OF CONDUCT CHANGES

No changes or additions to rules of conduct shall be implemented without prior publication and notice to the affected employees.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within 20 calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or

additions until the Union has had a reasonable opportunity to present its view and discuss the proposals with the Employer. The Union will have waived its right to contest the reasonableness of the proposed rules of conduct whenever the Union fails to discuss its objection with the Employer during the twenty-day period allotted for Union comments.

ARTICLE 4
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 4.1 Disciplinary Action

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence

until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 7 days from receipt of the notice to appeal. If the employee does not file an appeal within the 7-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the employer to retain the employee on the payroll beyond the 30-day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and the Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases or oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 4.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

(d) Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within thirty (30) calendar days of the employer being made aware of the alleged rule violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a predisciplinary hearing if requested within thirty

(30) days. Any discipline given in violation of this notice provision shall be null and void.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel or Police Board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Personnel or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

Section 4.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1. Within 5 working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer

shall conduct a meeting with the union and employee. Discipline shall be administered as soon as possible after the employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employer may request in writing to the department head a review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice of discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2. Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 4 and the Union shall so notify the Employer. At the meeting, the department will give the basis for its action and the

employee and union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designee shall surrender a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision, will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the

time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4. If the matter is not settled at Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 4.3, Step III.

Section 4.3 Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the

employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the

employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This Section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section 4.3, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a)Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

(2)(c)The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to

rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

(2)(d)The panel member shall render an expedited decision which shall be final and binding upon the parties. It shall not be subject to collateral attack in any further disciplinary proceeding involving the employee in question.

P. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

Should during the life of this Agreement the City Council enact an ordinance which transfers the investigative authority of the Inspector General to another City Department or agency, the provisions of this Section shall be deemed to be applicable to that Department or agency.

Section 4.4 Grievance and Arbitration

Except as in disciplinary provisions of Sections 4.1, 4.2 and 4.3 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - IMMEDIATE SUPERVISOR

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall not thereafter file any grievance with the Employer concerning that same issue and involving that employee. It is further understood that if an employee is the beneficiary of an alleged contract violation, and therefore files no grievance concerning that issue, the Union is not precluded from filing a timely grievance over that issue if it does so within twelve working days after it knew or should have known of the alleged violation.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance

pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting. The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without

prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to

follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the

grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which

would be resolved more expeditiously, may be filed at the option of the grievant/union at Step II.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for

a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the

scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

ARTICLE 5
NON-DISCRIMINATION

Section 5.1 Equal Employment Opportunities

The Union and the Employer agree to work cooperatively to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect in said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely affect the seniority provisions of this Agreement.

Section 5.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 5.3 Grievances

Grievances by employees alleging violations of this Article shall be resolved through the Grievance procedure of this Agreement.

Section 5.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities

Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 4 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 6
HOLIDAYS

Section 6.1

a. Full-time hourly employees shall receive eight hours straight-time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Day

b. Full-time salaried employees shall receive the following days off without any change in their regular salary:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Lincoln's Birthday
5. Washington's Birthday
6. Memorial Day
7. Independence Day

8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. Christmas Day

c. Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 10 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

d. The benefits set forth in (a), (b) and (c) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent or

tardy from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on a paid holiday under the Agreement, except for Christmas, New Year's Day, and Dr. Martin Luther King's Birthday, he/she shall be paid at the rate of two and one-half (2 ½) times his/her regular hourly rate (which includes holiday pay) for all hours worked.

An employee working on Christmas, New Year's Day and Dr. Martin Luther King's Birthday shall be paid at the rate of two (2) times his/her regular hourly rate (which includes holiday pay) for all hours worked plus 8 hours off with pay (compensatory time) if the employee is a full-time employee and pro rata time off if the employee is a part-time employee.

If a full-time hourly employee is not required to work on a paid holiday under this Agreement, such employee shall be paid eight hours at his/her regular straight time hourly rate for such holiday.

Section 6.3 Determining Work Days as Holidays

A holiday is the calendar day running from midnight to midnight. An employee who workday extends over parts of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 6.4 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to

pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.5 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holidays; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day. Whenever said holiday falls during an employee's vacation period, the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid, such as receiving pay for sick days.

Section 6.6 Use of Compensatory Time

~~An employee shall use his/her compensatory time within ninety (90) days after it is earned. If, however, an employee's request to use said compensatory time is denied by the Employer, he or she may continue to carry such time for up to one year, whereupon the employee may ask for liquidation of said compensatory time in cash, or may, subject to the approval of the Employer, continue to carry over such compensatory time.~~

Any banked overtime and/or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 7
LEAVES

Section 7.1 Leaves with Pay

Section 7.1.1 Bereavement Pay

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. 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 consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother, sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 7.1.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 7.1.3 Jury Duty Leave/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 7.1.4 Sick Leave

~~Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement. An employee shall have the option to use up to six days of sick leave per year for the illness of an immediate family member.~~

~~Notwithstanding the foregoing,~~ **E**effective January 1, 1998 and thereafter, ~~said~~ **salaried** employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. **Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or**

adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. In the event an employee **experiences a serious health condition within the meaning of the Family Medical Leave Act,** ~~is hospitalized,~~ upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the **serious health condition.** ~~hospitalization and recovery.~~ Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Section 7.1.5 Paid Parental Leave

Paid Parental Leave: 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 been employed by the City for at least twelve (12) months before taking the leave and has worked at least 1250 hours during the 12-month period prior to the leave. Eligible

employees may be granted the following paid parental leaves, in conjunction with and as a 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**
- **Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or**
- **Up to two (2) weeks paid parental leave for the birth of a child or children by 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.**

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

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. Notwithstanding any other provision of this agreement, paid parental leave shall be granted only as part of an approved FMLA leave and may not be used as intermittent leave.

Section 7.2 Leaves Without Pay

Section 7.2.1 Personal Leave

Non-probationary employees may apply for leaves of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leaves shall be reinstated to

their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any 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 affecting the employee.

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 7.2.2 Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job/classification according to the following schedule. If an employee returns within six (6)

months of the start of the leave, the Employer shall reinstate the employee to his/her previous geographic location and job assignment. If an employee returns from leave more than six (6) months but less than one (1) year from the start of the leave, the employee may request the right to return to his/her previous geographic location and job assignment, which request shall not be unreasonably denied by the Employer. In addition, the employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification

if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

An employee returning from medical leave of absence on his/her scheduled return date will be reinstated on the next regularly scheduled work day following that return date, provided the employee complies with all of the Employer's conditions of returning to work. In the event an employee desires to return to work before his scheduled return date, the Employer will reinstate the employee not later than fourteen (14) days following the Employer's receipt of the employee's written request to return to work and an accompanying doctor's note, assuming no dispute as to the employee's fitness for duty.

Section 7.2.3 Duty Disability Leaves

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, and assignment, in accordance with the

Employer's historical practice, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the occurrence of a job-related injury, provided that there is no dispute as to employee's entitlement to Duty Disability.

Section 7.2.4 Return from Leaves

All employees who return from leaves of absence shall, as a condition of their return, have the present ability to perform the required work to the Employer's satisfaction without further training after a reasonable amount of orientation. If the employee returns from a leave of absence of 30 days or less, the Employer will make every effort to return the employee to the employee's same or similar position and location.

Section 7.2.5 Education Leave

If employees are required by the Employer to take courses on a part-time basis so as to retain their present position, such employees shall be reimbursed for the full costs of tuition. If employees are required by the Employer to attend such courses during the regular work day, the Employer shall grant such employees time off without loss of pay to attend such

courses. If employees are required by the Employer to take courses on a full-time basis so as to retain their present position, such employees shall be granted a leave of absence without loss of pay and shall be reimbursed for the full costs of tuition.

ARTICLE 8
RECORDS AND FORMS

Section 8.1 Attendance Records

An employee upon reasonable advance notice shall have the right to review his/her time and pay records on file with the Employer but shall not be able to review the time and pay records of other employees. Upon reasonable advance notice, the Union shall have the right to review employee time and attendance records in order to administer the collective bargaining agreement.

Section 8.2 Personnel Files

The Employer shall notify the Union as to what constitutes the employee's official personnel files. The Employer's personnel files, which shall include information such as tax withholding records, personal action reports, performance evaluations, letters of accommodation or complaint, health insurance information and which shall further include all information and investigative reports, if any, which formed the basis of any adverse personnel action or discipline against the Employee, shall be available for inspection, as provided herein, during hours determined by the Employer, except if excluded by law or ordinance. The personnel file, upon request of the Union, shall be immediately available for inspection. In those

instances in which the file is not in its assigned location, then said file must be obtained and supplied to the Union in no more than five (5) working days. An Employee must receive access to his or her file no later than five (5) working days from the date of the request. Reasonable requests by the employee or the Union to copy documents in the file shall be honored at cost to the requesting party. Material and/or matter not available for inspection shall not be used in any manner or any forum adverse to the employee's interest.

Section 8.3 Contents

No information may be used against an employee in any adverse way or disciplinary proceeding until it has been made part of the official personnel file or provided for inspection.

The employee may have placed in his/her personnel file a rebuttal to anything placed in said file.

Section 8.4 Employee Notification

A copy of any disciplinary action or material related to employee performance which is placed in the official personnel file shall be served upon the employee in person (the employee so noting receipt) or, sent by certified mail (return receipt requested) to the employee's last address appearing on the records of the Employer. It is the obligation of such employee to provide the Employer with his/her current address. Employees who provide the Employer with any change of address in writing shall receive a date-stamped receipted copy from the Employer, and a copy of such receipt will be mailed to the office of the appropriate local Union.

Section 8.5 Undated Forms

No Supervisor or other person in a position of authority shall demand or request that an employee sign an undated resignation on a blank form. No employee shall be required to sign such an undated or incomplete form of any kind.

Section 8.6 Incomplete Forms

Any information placed on a form without the employee's knowledge, or any modification or alteration of existing information on a form subsequent to the form having been signed by the employee shall be null and void. No such information shall be used against an employee in any hearing or proceeding or for any adverse purpose. Any employee required to sign any form prepared pursuant to this Agreement shall be given a copy of it at the time the employee signature is affixed.

Section 8.7 Telephone Numbers

The Employer shall not release an employee's phone number and/or address to non-work related sources without the employee's permission. The City Council of the City of Chicago and its committees in the exercise of its legislative authority shall be considered a work related source within the meaning of this Section.

ARTICLE 9
HOURS OF WORK AND OVERTIME

Section 9.1 Purpose

This Article is intended to define the work week, establish schedules and serve as the basis for the calculation of overtime. It shall not be construed as a guarantee of work or

hours for any day or week except as expressly provided herein. Under no circumstances shall hours be changed solely to avoid the payment of overtime.

Section 9.2 Definition of The Work Week

Section 9.2.1 Non-Salaried Employees

For all non-salaried employees the normal work week shall consist of five (5) consecutive eight (8) hour days, with an additional one-half hour unpaid lunch period to be scheduled by the Employer midway through the day, Monday through Friday, and two consecutive days off. Upon execution of this Agreement, such employees shall maintain existing schedules in accordance with current practice, except as to starting times under Section 9.3.1 or as provided in Section 9.3.2.

Section 9.2.2 Salaried Employees

For salaried employees the normal work week shall consist of five consecutive eight hour days, including a one hour unpaid lunch to be scheduled by the Employer midway through the day, Monday through Friday, with no reduction in rates of pay. Salaried employees who work with field personnel shall have the same lunch schedule as the field personnel except where other salaried personnel have a one hour lunch schedule (in the same work unit but in a different bargaining unit).

Section 9.2.3 Refuse Collectors

Refuse collectors in the Bureau of Sanitation work a normal schedule under Subsection 9.2.1 from 7:00 a.m. to 3:30 pm., with one-half hour unpaid lunch. Refuse collection laborers shall upon reasonable request, perform traditional duties in

accordance with past practices. In summer months the City may change the starting time to 6:00 a.m., under Subsection 9.3, in accordance with past practice.

Section 9.3 Starting Times

Section 9.3.1 Shift Schedules

Shifts of eight (8) hours per day, including one half hour of unpaid lunch periods, under Section 9.2 may be scheduled by the Employer within the following starting times:

First Shift	6:00 - 8:00 a.m.
Second Shift	2:00 - 4:00 p.m.
Third Shift	10:00 - 12 Midnight

Such scheduling changes shall reflect operational needs within Departments. Such changes in shift schedule starting times shall require fourteen (14) calendar days' notice in writing to the Union and the affected employees. Said notice shall specify the Department, Bureau, work unit, crew and/or individuals involved and the change of starting time to be implemented. Employees shall not have their shift starting times changed more than eight (8) times in a calendar year.

An employee whose shift starting time is changed under this provision and who requires more than fourteen (14) days notice for serious personal or family reasons, may request additional time to change starting times and such requests shall not be unreasonably denied. If necessary, during such request period not to exceed ten (10) working days beyond the date contained in the notice, such employee's intended change of starting time may be filled by detailing under Section 15.5 of this Agreement, and

the employee making such request may be assigned to fill the assignment of the detailed employee. The Union and affected employees shall be notified as soon as such detailing is determined.

Failure of a Department to give notice under this provision shall require the payment of premium time at the appropriate rate to all affected employees until this provision is complied with.

All changes in shift starting times made pursuant to this provision shall start on a Monday (or on the first day of the employee's current work week) and shall be for a minimum of one (1) work week.

Nothing provided herein shall mean that the normal work week provided in Sections 9.2.1 and 9.2.2 (Monday through Friday on current existing schedules) may be changed without the express written agreement of the Union.

Section 9.3.2 Change of Shift Schedule

Whenever the City believes it is necessary to temporarily change (a) a scheduled shift assignment or (b) the starting time for such assignment outside the above listed normal starting times for shifts the Union and affected employees shall be given at least 10 days written notice and shall be advised as to the reason for the change(s) and the duration thereof. In an emergency the City shall give as much notice as possible. As soon as the temporary necessity is alleviated normal assignment and scheduling shall be resumed. The parties acknowledge and agree that changes under this subsection shall be limited to

situations where changes in starting times are required because of State law, ordinance, regulation or safe working conditions. Temporary changes for reasons other than those described herein shall not be implemented without the written consent of the Union, provided that such consent shall not be unreasonably withheld. The appropriate rate of overtime shall be applicable to all hours worked before or after an employee's regularly assigned shift and no starting time or shift schedule will be established or altered for the purpose of avoiding payment of overtime.

Section 9.3.3 Permanent Changes in Shift Schedule

In the event the Employer desires to permanently change a scheduled shift assignment or starting time for such assignment outside the above listed normal starting times in Section 9.3.1 above, the Employer shall seek the Union's written consent, which shall not be unreasonably withheld. If the Union does not give its consent, the Employer may submit to expedited arbitration the issue of whether the proposed permanent change is reasonable. The Employer shall not implement the change until 30 working days after the Union's withholding of consent or receipt of the arbitrator's decision sustaining the reasonableness of the change, whichever occurs first, provided the Employer fully cooperates in the selection of an arbitrator and participation in a hearing within the said 30 day period. Otherwise the date of the award shall govern the implementation of the change.

Section 9.4 Call in Guarantee

Section 9.4.1 Outside Regular Working Hours

Employees called in outside their regular working hours shall receive not less than 2 hours work or pay at their appropriate overtime rate under 9.7, except that on the sixth day all hours worked outside regular starting times or quitting times shall be at double time and the seventh day shall be at double time. Employees scheduled for work outside their regular working hours shall receive not less than 4 hours work or pay at their appropriate overtime rate under 9.7, except that on the sixth day all hours worked outside regular starting times or quitting times shall be at double time and the seventh day shall be at double time.

Section 9.4.2 Contiguous to Regular Working Hours

Where call-in is contiguous to the start of a shift, but begins less than four hours before the regularly scheduled shift, the two hour guarantee shall not apply, however, the employee shall receive overtime at the appropriate rate for the call-in time worked and the regularly scheduled shift shall not be shortened for the purpose of avoiding overtime.

Section 9.5 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated

person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four(4) hours work or pay for that day. If the employee works more than four (4) hours, he shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 9.6 Notice of and Distribution of Overtime

(a) When overtime is scheduled beyond the regular workweek (e.g. Saturday, or 6th day where applicable; Sunday, or 7th day where applicable) the Employer will give employees so scheduled at least 23 hours advance notice. Emergency scheduling of overtime during the regularly scheduled work week only shall require 16 hours notice to employees and the Union. The advance notice requirements apply if such lead time is available to the Employer.

(b) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter to volunteers, with the most senior employee or volunteer in the job classification at the work location being given the opportunity to work. Where employees in a classification(s) are needed for overtime at a location where such employees are not ordinarily assigned, such overtime shall be rotated within the classification as equitably as possible,

provided the employee has the present ability to perform the work. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by inverse seniority. Each Department shall maintain and post overtime rotation lists, which shall be made available to the Union upon request.

(c) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location, have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in paragraph (a) of this Section.

Section 9.7 Payment of Overtime

Section 9.7.1 Payment

All overtime shall be paid in the next regular paycheck. All work performed in excess of eight (8) hours worked in any workday, including work required to be performed immediately before or after any scheduled workshift, shall be paid at one and one-half (1-1/2) times the regular straight-time rate of pay, except:

(a) All work performed in excess of 10 ½ hours worked in any workday, including work required to be performed before or after any scheduled workshift, shall be paid at two (2) times

the regular straight-time hourly rate of pay, it being understood that only work scheduled within two and one-half hours immediately before or after a shift, as the case may be, shall be subject to payment of overtime at time and one-half.

(b) All work performed during the first eight hours on the sixth day of any workweek shall be paid at one and one-half (1-1/2) times the regular straight-time rate of pay except as provided in Section 9.4.1.

(c) All work performed in excess of eight hours on the sixth day of any workweek, shall be paid at two (2) times the regular straight-time rate of pay.

(d) All work performed on the seventh day of any workweek shall be paid at double the straight-time rate of pay.

(e) Work performed by salaried employees between 35 and 40 hours worked per week (when such is not part of their regularly scheduled work week) which is not covered above, shall be compensated at straight time in the form of compensatory time.

Section 9.7.2 Compensatory Time

Employees exempt from the provision of the Fair Labor Standards Act shall not be entitled to overtime compensation, but shall continue to receive compensatory time off on an hour-for-hour basis for overtime hours worked in accordance with past practice, except under subsections (b),(c) and (d) above.

Section 9.8 Medical Attention

In case of an accident requiring medical attention during working hours, employees shall be permitted to go or be taken

for medical attention at once, and shall be paid for time lost that day.

In the event such injured employee is permitted to continue working by the doctor, but required to return for periodic medical attention during working hours by the Employer doctor, such injured employee shall be paid for time lost.

Section 9.9 Standby

Where the Employer requires an employee to remain on standby, available for work, and the employee is not able to come and go as he/she pleases, such time shall be paid as time worked.

Section 9.10 Deferred Compensation The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

The Employer will make contributions, on a dollar-for-dollar basis, under a 401(a)Plan (or any similar successor plan agreed to by COUPE) up to the maximum total amounts per year shown below based on amounts deferred by each employee in those same years to the employee's 457 Plan, as follows:

a. January 1, 2020 - up to $250 per year

b. January 1, 2021 - up to $250 per year

c. January 1, 2022 - up to $500 per year

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

Section 9.11 Meals Scheduling

All employees shall receive their lunch break no later than 5-1/2 hours after they start work.

For employees who are scheduled to work a consecutive shift schedule past practice regarding meal scheduling, including payment, shall continue.

Section 9.12 Degree Days

(a) Locals 1001 and 76. In accordance with current practice, in Departments which historically curtailed operations due to low temperature and/or other weather factors, the Standard Temperature Station will be the Airport determined by the Department. A Department will not change the traditional historic factors at which its operations have been curtailed without notice to and consultation with the Union.

Days off because of Degree Days will be credited for purposes of computing seniority and benefit entitlement. Days off because of Degree Days will be assigned first to all seasonal employees and then to probationary employees, and then, if necessary, on a rotating basis by inverse seniority to career service employees within the Bureau.

An employee scheduled for a Degree Day must continue to be told on the preceding work day to call the assigned Bureau or Department at least an hour prior to the normal starting time the morning of his/her Degree Day to ascertain whether he/she shall report to work. An employee shall have no claim under this Agreement if the employee fails to comply with this Section.

In the event that employees are sent home during the work day because of temperature or other weather-related factors, and there is a need for additional work to be performed in other locations, the Employer will assign such work to employees that otherwise may be sent home on a rotating basis of seniority.

(b) Members of Local 1092 will not be scheduled off because of Degree Days.

Section 9.13 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

ARTICLE 10
VACATIONS

Section 10.1 Vacation Eligibility

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

Continuous Service Prior to July 1	Vacation
Less than 6 years	13 days
6 years or more, but less	

than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 10.2 Pro Rata Vacations

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 10.1 above and will be paid on a supplemental payroll as soon as practicable following the last day worked. Any fraction is rounded off to the nearest whole number of days.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 10.3 Forfeit of Vacation

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over **vacation days (**up to three **(3)** ~~such vacation~~ days **of accrued and unused vacation days for employees with less than ten (10) years of service, and up to five (5) days of accrued and unused vacation days for employees with ten (10) or more years of service)** for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. **Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement.** ~~Such~~ carry over vacation days must be scheduled **in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks,** ~~upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld,~~ and such carry over days must be taken on or before ~~April~~ **June** 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). **Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving**

the rescheduling of carry over days beyond June 30th. 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

Section 10.4 Termination

Employees who are terminated for cause are not entitled to any vacation pay not taken. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.** Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 14 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 10.5 Rate

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall

receive their regular salary in effect at the time the scheduled vacation is taken.

Section 10.6 Picks

Vacation picks will be granted by classification seniority among the employees in the same work location, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus

payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

~~**Section 10.7 Prior Service**~~

~~Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who~~

~~render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.~~

Section 10.8 Non-Consecutive Vacation Days

Employees may receive up to ~~five~~ **six (6)** of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 10.6 above **(Vacation Selection).** Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. **If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the**

employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to ~~five (5)~~ **six (6)** of their vacation days in each year of this Agreement as sick days to cover periods of bonafide medical illness **or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources.** The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

ARTICLE 11
CONTINUOUS SERVICE

Section 11.1 Definition

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one(1) year or less or layoff; or

2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 11.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

(1) absences without leave

(2) absences due to suspension

(3) unpaid medical leave of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

~~**Section 11.3 Reciprocity**~~

~~Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the~~

~~Chicago Transit Authority. Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.~~

Section 11.4 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 11.5 Probationary Employment

New employees, **hired after ratification of this Agreement,** will be regarded as probationary employees for the first **twelve (12)** ~~six (6)~~ months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after **twelve (12)** ~~six (6)~~ months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, 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 would result in a loss of pay, prior to imposing the suspension, except in 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, and/or (2)** if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period

shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement. **Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job.** Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Section 11.6 Seasonal Employment: A seasonal employee is an employee who is employed in a job title for a period not to exceed 180 calendar days for temporary work related to or caused by seasonal needs. Such appointments shall expire automatically at midnight on the 180th day. Such employees may be reappointed for temporary work related to or caused by seasonal needs, with the written concurrence of the Budget Director and Commissioner of Personnel, to an additional thirty-day term which shall expire at midnight of the 30th day. One further said thirty-day reappointment for the same purposes may be made upon similar Budget Director and Commissioner of Personnel approval. The Employer shall notify the Union of the number and job titles of any such reappointments. It is understood and agreed that the hiring and retention of seasonal employees shall be at the discretion of the Employer.

Seasonal appointees shall not become Probationary Career Service or Career Service employees by virtue of length of service in a seasonal appointment.

Seasonal employees shall not be eligible for holidays, vacations, sick leave for salaried employees, vision care, dental, life and accident benefits, bereavement pay or jury duty, but will be provided with group health insurance under the same eligibility and conditions as other employees covered by this Agreement, except that elective medical care and pre-

existing conditions, as those terms are defined in the standard group insurance policy, shall be excluded.

Seasonal employees shall be compensated at the same rate as career service employees. Seasonal employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures.

Seasonal employees shall be eligible for recall to seasonal positions in which they have accumulated either (a) four (4) months of said seasonal service during the 1984-85 winter season, or (b) five (5) months of said seasonal service from and after July 1, 1983, provided that such employees:

1. shall not have received a negative evaluation during their last seasonal appointment and shall not have received (a) more than one written warning or (b) a disciplinary suspension in any Employer position;
2. shall be available, fit for duty and subject to the same pre-employment screening procedures as are new applicants for employment when recalled, and shall have the present ability without further training to immediately perform the duties of the position to which they are recalled;
3. shall not refuse recall. Upon recall, the employee shall promptly notify the Employer of his/her desire

to return to work and shall be available to report for employment within seventy-two (72) hours of said notice or the employee shall be deemed to have refused recall;

4. shall have been recalled within one year of the expiration of their last seasonal employment; and

5. shall not have resigned or incurred a break in service during a period of appointment.

Employees who do not meet and continue to meet all of the five (5) conditions stated above, shall have their names permanently removed from the recall list.

Evaluations shall not be subject to the grievance procedure, except that the Employer shall not, after January 1, 1985, give a seasonal employee a negative evaluation for an arbitrary or capricious reason for the purpose of preventing the employee from becoming eligible for recall under this Section, and, only to that limited extent may such Employer action be subject to grievance.

A seasonal employee who is hired on an annual recurring basis within one year of his/her last termination; and who accumulated twelve (12) months of said seasonal service from and after July 1, 1983, shall not be a career service employee but shall receive the benefits under this Agreement which are given to probationary employees.

Effective January 1, 2001, a seasonal employee who is hired on an annual recurring basis within one year of his/her last termination, and who accumulates 12 months of said seasonal service, shall receive the benefits under this Agreement which are given to career service employees, and shall remit full contributions toward their health care coverage as set forth in Article 9 below.

Effective January 1, 2001, seasonal employees with less than 12 months of seasonal service will continue to receive their current benefit package, but will pay a pro-rata share of the full contribution toward their health care coverage. The amount of that contribution shall be approximately 90% of the employee medical contribution for career service employees. For example, the contributions at selected salary levels per pay period are as follows:

ANNUAL SALARY	SINGLE 0.92529%	EMPLOYEE+1 1.42173%	FAMILY 1.77345%
Up to $30,000	12.50	19.00	22.00
$30,001	12.72	19.55	24.38
$40,000	15.42	23.70	29.56
$50,000	19.28	29.62	36.95
$60,000	23.13	35.54	44.34
$70,000	26.99	41.47	51.73
$80,000	30.84	47.39	59.12
Maximum rate	34.74	53.37	66.56

Effective July 1, 2006, these contributions at selected salary levels per pay period will be adjusted as follows:

ANNUAL SALARY	SINGLE 1.2921%	EMPLOYEE+1 1.9854%	FAMILY 2.4765%

~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~14.54~~	~~22.34~~	~~27.86~~
~~$40,000~~	~~19.39~~	~~29.78~~	~~37.15~~
~~$50,000~~	~~24.23~~	~~37.22~~	~~46.43~~
~~$60,000~~	~~29.07~~	~~44.68~~	~~55.72~~
~~$70,000~~	~~33.92~~	~~52.12~~	~~65.01~~
~~$80,000~~	~~38.76~~	~~59.56~~	~~74.30~~
~~$90,000~~	~~43.52~~	~~67.01~~	~~83.58~~
~~$100,000~~	~~48.46~~	~~74.46~~	~~92.87~~

Following the ratification of this Agreement, the Employer will place all seasonal Sanitation Laborers who have more than one (1) year of continuous service as of the date of ratification into probationary career service sanitation laborer positions. After successful completion of six (6) months probation as per Section 11.5 above, those persons will become career service employees.

Effective upon ratification, in the event the Employer intends to impose a disciplinary suspension with respect to a seasonal employee with at least five (5) years of seasonal service, as defined herein, and where the suspension would result in a loss of pay for the employee, 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. At the meeting the Employer will notify the employee and the Union of the contemplated disciplinary action and the reason(s) underlying it. The employee and the Union will be given the opportunity to respond

to the accusations at the meeting. This meeting shall be informal and there shall be no witnesses present unless both parties agree. The Employer may, at its option, conduct further investigation after this meeting. In the event discipline is imposed it shall not be subject to the grievance procedure, as nothing in this provision shall be deemed as altering the non-Career Service status of seasonal employees. This provision shall not apply where the suspension is the result of application of progressive discipline for violation of the Employer's time and attendance policies, provided that the Employer shall, upon request, provide the Union with copies of the employee's time and attendance record.

Upon request by either party made after one year from the date of ratification of this Agreement, the parties shall meet to discuss any proposed changes to this Section 11.6.

Section 11.7 Hand Laborers

Hand Laborers (6322) employed in the Department of Streets and Sanitation shall receive a pay rate equivalent to 60% of the Sanitation Laborer rate, effective as of January 1, 2000.

Hand Laborers shall receive the same group health insurance package as received by seasonal employees with less than twelve (12) months of seasonal service, and shall pay the same healthcare contributions. After twelve (12) months of continuous service, Hand Laborers will receive the same health insurance package and pay the same contributions as seasonal employees with

twelve (12) months or more of seasonal service, but not the other benefits received by such seasonal employees. On a one-time only basis, on the first day of the month following the effective date of this Agreement, all Hand Laborers then employed shall receive the health insurance package and pay the same contributions as seasonal employees with more than twelve (12) months of seasonal service.

Hand Laborers are not career service employees and may be disciplined or discharged as exclusively determined by the Employer. Such Employer action shall not be subject to the grievance procedure. Hand Laborers shall not become Probationary Career Service or career service employees by virtue of length of service in their position. The Employer will evaluate Hand Laborers from time to time, in order to provide them notice of their performance. Prior to terminating a Hand Laborer, except for egregious offenses as defined in Section 4.1(b) above, the Employer will issue a warning.

Section 11.7.1 Promotion to Sanitation Laborers

For Sanitation Laborer positions filled prior to the ratification of the new collective bargaining agreement, and pursuant to the terms of Section 11.7.1 of the 2003-2007 collective bargaining agreement, the Employer shall offer newly created vacancies in Sanitation Laborer positions first to persons who are employed as Hand Laborers, by order of seniority. Persons who accept the offer to become Sanitation Laborers shall serve a probationary period of one (1) year,

during which time they may be disciplined or discharged as exclusively determined by the Employer without resort to the grievance procedure. At the end of that one (1) year period, they shall become full career service employees. Hand Laborers who accept these Sanitation Laborer vacancies shall be paid at 70% of the then current Sanitation Laborer rate for the first year of their employment, and shall be paid at 80% of the then current Sanitation Laborer rate for the second year of their employment. At the end of their second year of employment as Sanitation Laborers, such persons shall be paid at the full Sanitation Laborer rate.

Hand Laborers who become employed as Sanitation Laborers under this Section shall receive the same benefits as probationary employees for the first year of their employment, and shall receive the same benefits as career service employees during the second year of their employment as Sanitation Laborers. Such persons shall perform the normal duties of Sanitation Laborer, provided, however, that the Employer will not assign a probationary Sanitation Laborer to the back of a particular truck without a non-probationary Sanitation Laborer on that same truck.

Section 11.7.2

Following ratification of the new collective bargaining agreement, the Employer will declare newly-created vacancies for

Sanitation Laborer (TC 6324) positions, to replace all current Hand Laborer (TC 6322) positions performing work which the Employer determines is needed on a regular, year-round basis. These positions will be offered first to persons who are currently employed in the Hand Laborer job classification, in order of seniority. Seasonal terminations of Hand Laborers will not begin until the end of the 2008 season. In addition, all current incumbent Hand Laborers who are still employed by the City as Hand Laborers as of October 31, 2008 will be offered Sanitation Laborer positions effective November 1, 2008.

All individuals who are hired as Sanitation Laborers (TC 6324) following the effective date of the new collective bargaining agreement will be probationary career service for the first six (6) months of their employment in the Sanitation Laborer title, and will then become career service following the end of that six (6) month period. During the first year of employment, all new Sanitation Laborers will be paid at a base rate equal to 70% of the full Sanitation Laborer rate. In the second year of employment, the rate will be 80% of the full rate. In the third year, the rate will be 90%. In the fourth year, these employees will receive the full Sanitation Laborer rate.

In the event that only one full-rate Sanitation Laborer **or General Laborer** is assigned to a refuse, recycling or compost

truck, that Sanitation Laborer/**General Laborer** will be paid a premium of an additional ~~8.5%~~ **$3.25** per hour above his or her regular base rate of pay for all hours worked as the only Sanitation Laborer/**General Laborer** on the truck. ~~Effective July 1, 2008, such premium will be increased to 9%.~~ **Effective January 1, 2021, such premium will be increased to $3.50 per hour.** In the event that a break-in rate Sanitation Laborer is the only Sanitation Laborer assigned to a refuse, recycling or compost truck, the hourly premium to be paid that Sanitation Laborer will be the greater of 8.5% (9% effective July 1, 2008) over that Sanitation Laborer's regular hourly rate, or the differential between that Sanitation Laborer's regular hourly rate, and the regular full Sanitation Laborer hourly rate.

11.7.3

If a current member of bargaining unit 53 or 54 is a successful bidder to a Seasonal status position and has at least twelve months of City Service within the bargaining unit, said member will not be required to repeat the 12 month requirement for purposes of earning probationary employee benefits under Section 11.6 of the CBA, including vacation accrual, health care, and holiday pay.

ARTICLE 12
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 12.1

a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their health care coverage, **based on the applicable percentage of their base salary, subject to the then-applicable salary cap:**

~~1) employee medical contributions are based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.0281%~~	~~EMPLOYEE+1 1.5797%~~	~~FAMILY 1.9705%~~
~~Up to $30,000~~	~~12.50~~	~~19.00~~	~~22.00~~
~~$30,001~~	~~12.85~~	~~19.75~~	~~24.63~~
~~$40,000~~	~~17.14~~	~~26.33~~	~~32.84~~
~~$50,000~~	~~21.42~~	~~32.91~~	~~41.05~~
~~$60,000~~	~~25.70~~	~~39.49~~	~~49.26~~
~~$70,000~~	~~29.99~~	~~46.07~~	~~57.47~~
~~$80,000~~	~~34.27~~	~~52.66~~	~~65.68~~
~~$89,999~~	~~38.55~~	~~59.24~~	~~73.89~~
~~$90,000 +~~	~~38.60~~	~~59.30~~	~~73.95~~

Salary

	Single	Employee + 1	Family	Cap
July 1, 2017	**1.2921%**	**1.9854%**	**2.4765**	**$90,000**
July 1, 2018	**1.7921%**	**2.4854%**	**2.9765%**	**$100,000**
July 1, 2019	**2.2921%**	**2.9854%**	**3.4765%**	**$115,000**
July 1, 2020	**2.7921%**	**3.4854%**	**3.9765%**	**$130,000**

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

~~2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:~~

~~ANNUAL SALARY~~	~~SINGLE 1.2921%~~	~~EMPLOYEE+1 1.9854%~~	~~FAMILY 2.4765%~~
~~Under $30,000~~	~~$15.71~~	~~$23.88~~	~~$27.65~~
~~$30,001~~	~~$16.15~~	~~$24.82~~	~~$30.96~~
~~$40,000~~	~~$21.54~~	~~$33.09~~	~~$41.28~~
~~$50,000~~	~~$26.92~~	~~$41.36~~	~~$51.59~~
~~$60,000~~	~~$32.30~~	~~$49.64~~	~~$61.91~~
~~$70,000~~	~~$37.69~~	~~$57.91~~	~~$72.23~~
~~$80,000~~	~~$43.07~~	~~$66.18~~	~~$82.55~~
~~$90,000~~	~~$48.45~~	~~$74.45~~	~~$92.87~~
~~$100,000~~	~~$53.84~~	~~$82.73~~	~~$103.19~~

~~All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.~~

c) The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard

provisions of insurance policies between Employers and insurance companies.

d) A dispute between an employee (or his/her covered dependent) and the processor of claims not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

e) Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

g) The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary

suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

i) Effective January 1, 2019, prescription drug benefits shall be subject to an annual deductible of $35 per household. Effective January 1, 2021, prescription drug benefits shall be subject to an annual deductible of $75 per household.

Section 12.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Labor Management Cooperation Committee ("LMCC") pursuant 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 shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 12.3

The Trust Agreement shall address, without limitation, the following:

a. Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

b. Appointment by the City and Coalition of a Co-Chair and Vice-Cochair as designated in the Trust Agreement.

c. Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

d. Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

Section 12.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 12.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or the Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 12.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

ARTICLE 13
LAYOFF AND RECALL

Section 13.1 Reasons for Layoff

The Employer shall have the right to lay off employees by reason of lack of funds, lack of work or abolishment of a position from the annual budget as approved by the City Council.

Section 13.2 Notice of Layoff or Reduction in Force

A. Preliminary Notice to the Union

Whenever the Employer becomes aware that a layoff may be necessary and begins to make actual plans to lay off, the Union shall be notified. Such notice shall state the reasons why layoff is being planned or contemplated and shall include, to the best of the Employer's ability, the titles and numbers of employees affected, the best estimate of the notice Date under Subsection B herein, and such other details as may be available. Upon written request of the Union the parties shall meet to discuss the Preliminary Notice.

B. , Actual Notice to the Union

The Union shall be provided with at least 28 calendar days advance notice of a layoff, except in emergencies beyond the control of the Employer, in which event, such notice shall be given as soon as reasonably possible after the Employer knows, but at least five working days before the effective date. Such notice shall contain the name, payroll number, position, classification, department, work location, if available in the Employer's records, and seniority date of each employee scheduled to be laid off.

C. Actual Notice to Employees

Each employee scheduled for layoff shall also receive written notice at least 21 calendar days in advance thereof, or, in emergencies, no less than five work days before the effective date of such layoff. Such notice shall advise the employee of his/her right to bump and other rights concerning vacation,

compensatory time, health and other group insurance, pension rights, deferred compensation, unemployment compensation and any other information relevant to laid off status.

Section 13.3 Layoff Procedure

A. Volunteers

Volunteers for layoff or voluntary reductions in grade in lieu of layoff shall be permitted by the Employer before involuntary layoffs are made. Employees in the same classifications and departments in which layoffs are contemplated or scheduled shall be notified by posting concurrent with the actual notice under this Article. The Union may actively participate in the informing process and shall be allowed to hold meetings at the beginning or end of the shift on work time and locations up to a maximum of 20 minutes for this purpose. Employees who volunteer shall do so in writing no later than 7 days after the volunteers are requested. If the layoff is canceled volunteer notices are void.

A volunteer shall remain in layoff status for the period of the layoff and shall be eligible to exercise recall rights under this Article.

B. Order of Layoff

Involuntary reductions in force shall be made in the following order: (1) seasonal employees, (2) provisional employees, and (3) probationary employees with less than 90 days of service.

Involuntary layoffs shall be made in the following order:

(4) probationary employees with 90 days or more of service; and

(5) career service employees.

(Locals 1001 and 76 only:) The least senior employee in the affected job classification in the department shall be laid off first, provided the ability and qualifications to perform the required work are relatively equal among the other employees in the job in the department. "Seniority" shall mean, for the purposes of this Article, the employee's service in the job title (time-in-title). Employees shall retain and accumulate seniority while on layoff. If 2 or more employees have the same seniority date, the order of layoff shall be determined by lottery.

(Local 1092 only:) The least senior employee in the affected job classification in the department shall be laid off first, provided the ability and qualifications to perform the required work are relatively equal among the other employees in the job in the department. "Seniority" shall mean, for the purposes of this Article, the employee's bargaining unit seniority. Employees shall retain and accumulate seniority while on layoff. If 2 or more employees have the same seniority date, the order of layoff shall be determined by reverse social security number, with the smallest number being the most senior.

Section 13.4 Bumping

In the event of a layoff, an employee to be laid off shall have the following bumping rights in the sequence set forth below:

A. (1) An Employee subject to layoff shall have first preference to fill a vacancy, which exists at the time of layoff, in an equal or lower-rated bargaining unit classification first within the Employee's department, then in any other department in the bargaining unit, which the Employer has determined to be vacant, provided said Employee has the then-present ability to perform the required work without further training; and, further, provided the rights of Employees under this Article and under Article 15 and/or Section 21.4 have been exhausted in the unit in which the vacancy occurs. In the event that more than one Employee subject to layoff utilizes his/her rights under this paragraph, preference shall be given to the most senior Employee.

(2) A laid off Employee may displace (bump) the least senior employee, if any, in the most recent equal-rated or lower-rated title or titles the employee to be laid off had held in the Department in the order of the most recent held; or if none,

(3) The Employee may displace (bump) the least senior employee, if any, in any other equal-rated or lower-rated job title or titles the employee has held for 60 days or more, in the order of the most recent held, in any other Department covered by the bargaining unit; or if none,

(4) The Employee may displace (bump) the least senior employee in any other title held for 60 days or more, in the order of the most recent held, in any other Laborers bargaining unit. (This provision (4) does not apply to Laborers Local 76).

For provisions (2), (3) and (4) above, the least senior employee in the job title (same title code in the same department) shall be bumped out regardless of Laborers bargaining unit.

Employees bumping or filling a vacancy according to these provisions must have the then present ability to perform the job without further training.

In the event that the Employer combines existing departments, employees transferred into said new or reconstituted departments shall be given a new title code to reflect their respective bargaining units.

B. A laid off employee shall be entitled to only one bump per layoff.

C. The Employer's current practice with regard to physical examinations shall continue except as modified by the provisions of the agreed to drug testing policy.

Section 13.5 Recall

Notice of recall shall be sent by certified mail (return receipt requested) to the last known address of the employee. It shall be the employee's responsibility to inform the Employer of any address change. The duration of an employee's recall rights is governed by Section 11.4 (Break in Service).

A. Primary Recall

Employees shall be recalled to the position from which originally laid off in reverse order of layoff. A laid off employee who fails to respond to a written recall notice within 5 working days of receipt of such recall notice, or, upon

acceptance fails to be available for work within 5 working days of the recall notice shall forfeit all recall rights, unless such employee is on duty disability, approved medical leave or has good reason acceptable to the Employer for temporary delay in responding to the notice or for not reporting to work. If the Employer cannot reasonably delay the employee's recall, the Employer may recall the next eligible employee and the employee who had said good reason for not timely reporting shall remain on layoff until the next recall subject to the break in service provisions of this agreement.

B. Secondary Recall

Employees on a recall list shall also be eligible for secondary recall on a time-in-title seniority basis to an equal or lower-rated job in any department covered by the bargaining unit(s), provided the employee has the then present ability to perform the equal or lower rated job without further training. The employee shall, at the time of layoff, complete the Employer form indicating job interest and skills for the purpose of secondary recall.

Preference shall be given to employees in the bargaining unit where the vacancy exists. An employee who declines an offer of secondary recall shall maintain his/her place on the seniority list and shall not be denied the right to accept a subsequent vacancy.

Laid off employees shall be entitled to secondary recall to one position only and upon acceptance of such position shall retain primary recall rights to the initial job from which they

were laid off only. Notwithstanding the foregoing, employees who accept secondary recall to a lower-rated position shall have the right to a subsequent equal-rated vacancy in accordance with seniority within the same bargaining unit from which they were originally laid off only, provided the employee has the then present ability to perform said job.

Primary recall shall always take precedence over secondary recall, provided an employee who accepts secondary recall within the same bargaining unit from which he/she was initially laid off shall be entitled to waive primary recall to the job originally held. If the employee exercises this right, he/she shall forfeit all future rights to primary recall to the job originally held. Under no circumstances will an employee be permitted to waive primary recall if he/she has accepted secondary recall in a different bargaining unit from which he/she was initially laid off.

Section 13.6 Hiring During Layoffs

No new employee may be hired to perform duties normally performed by a laid off employee while employees are laid off, under Sections 13.5 A or 9 above.

Section 13.7 Lottery

The Union shall receive written notice of any lotteries to be held. The Union may have representatives at all lotteries affecting unit employees.

ARTICLE 14
NO STRIKES - NO LOCKOUT

Section 14.1 No Strike

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kinds.

Section 14.2 Preventive Efforts

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 14.3 Discipline

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 14.4 No Lockout

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 15
FILLING OF PERMANENT VACANCIES

Section 15.1 Definition of Vacancy

The Employer shall determine if there is a permanent vacancy to be filled and at any time before said vacancy is filled whether or not said vacancy shall be filled.

A vacancy is defined as an opening which the Employer intends to fill and which results from various factors, such as addition of new positions and/or classifications, reassignments, promotions, bidding out or separation for any reason.

Section 15.2 Filling of Permanent Vacancies

The procedure stated in this Article shall be the exclusive procedure for filling of bargaining unit vacancies.

A. Transfer Request Procedure (Locals 1001)

Employees within a department who desire a change in shift, day(s) off or location of their job assignment shall request such change in writing on the Employer's form.

Employees may file such requests in December for the period beginning in January and continuing through June of the following year and in June for the period beginning in July and continuing through December. Employees filing multiple requests and accepting a transfer shall only be allowed a single transfer in the six (6) month period.

Employees shall receive a copy of all requests filed with receipt noted on the copy. A list of such requests from each department shall be provided to the Union by January 30 and July 30 of each year.

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, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation.

A. <u>Transfer Request Procedure</u> (Local 1092)

Employees within a department who desire a change of shift, day(s) off or location of their job assignment shall request such change in writing on the Employer's form.

Employees may file such requests in June for the period beginning July 1 and continuing through June 30th of the following year.

Employees shall receive a copy of all requests filed with receipt noted on the copy. A list of such request from each

department shall be provided to the Union by July 30 of each year.

When filling the vacancy, the Employer shall select the most Senior employee in the job classification in the department who has such a request on file, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation.

B. Primary Recall

When filling a vacancy and there are no said employees who have requests on file, the Employer shall select the employee in the job classification in the department from the layoff (primary recall) or reinstatement list, if any, in accordance with the layoff and recall procedures of this Agreement. (Section 13.5 (A))

C. Secondary Recall

When filling a vacancy and there are no employees who possess recall rights to the position as described in B above, the Employer shall select the employee from the secondary recall list, if any, in accordance with the secondary recall procedures of this Agreement. (Section 13.5 (B))

D. Posting and Bidding

When filling a vacancy and there are no said employees who have requests on said lists, the Employer shall post and fill every vacancy in accordance with the following procedures:

1. **The Employer will post vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be**

provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted for fourteen (14) days on the CAREERS WEBSITE. ~~The posting of an Employer-determined permanent vacancy shall be on bulletin boards at each Employer physical site in the Department and at other appropriate locations as determined by the parties. Said vacancy shall be posted for 14 days. A copy of the posting shall be provided to the Union no later than the first day of posting.~~ The posting shall contain at least the following: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify the Union. Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders. ~~and a copy of Form "A" and the Form "B" hiring criteria.~~

2. Employees may bid on jobs the Employer determines to be permanently vacant for promotion or transfer to equal or lower-rated jobs. All applicants shall be considered as one group for selection purposes. Bidders shall not be included on the same list with applicants from a Department of Personnel referral list. Applicants/bidders for

vacancies shall meet the minimum qualifications for the job in order to be considered for selection by the Employer

———3. Qualified bargaining unit employees shall be given an equal opportunity to bid on jobs which are declared vacant by the Employer for promotion or transfer to equal or lower rated jobs. The Employer shall select the most qualified applicant. In making selections bargaining unit bidders shall be given preference over non-bargaining unit applicants unless the non-bargaining unit applicants have demonstrably greater skill and ability to perform the work. Where bargaining unit bidders are relatively equally qualified, the Employer shall select:

a) the most senior employee (based on time in title seniority) of those bidding for promotion within the Bureau; or if none,

b) the most senior employee (based on time in title seniority) of those bidding for promotion within the Department; or if none,

c) the most senior employee (based on time in title seniority) of those bidding for promotion from any other Department in the bargaining unit; or if none,

d) the most senior employee (based on time in title seniority) of those bidding for transfer to equal or lower rated jobs.

The Employer shall determine whether bargaining unit bidders are "relatively equally qualified" based on evidence of performance and qualifications. Seasonal employees who have recall rights may bid on employer determined vacancies and shall be given preference for hire over non-employees, subject to and in accordance with the selection requirements set forth above.

4. Prior to notifying the successful bidder/applicant, the Department shall give the Union a list of bidders identifying where applicable, the successful bidder(s). Upon request, the Department shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents used in the hiring process including documents such as the referral list, employment decision form, hiring information summary, and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notified by the Department Head including reason for non-selection. A successful bidder may not bid for another permanent vacancy for **six months from their date of appointment** ~~one year~~ unless laid off or bumped within that **six months** ~~year~~.

5. Prior to hiring a non-employee applicant, the Employer shall honor the layoff and recall provisions of Section 13.5, the transfer provision of Section 15.2 (A) and the recall and reinstatement provisions of Sections 15.2 (B) and (C). In the event a non-employee applicant is selected over an employee bidder, any dispute arising under this Section regarding the selection shall be submitted to expedited arbitration. The parties shall promptly meet for the purpose of selecting an arbitrator. The arbitrator shall submit his written decision to the Employer and the Union within thirty (30) days following his/her appointment. The arbitrator's decision shall be final and binding on the parties and in accordance with the provisions of Section 4.3 of this Agreement.

6. During the bidding and/or selection process set forth in this Article the Employer may temporarily fill said permanent vacancy consistent with the provisions of this Agreement, including such as detailing and acting up.

7. The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employees job performance at any time during that period that the successful bidder cannot perform the

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.

8. When an employee is deemed to have successfully filled a vacancy and is reclassified to another position at a higher rate of pay or in a higher pay grade, such employee shall receive the higher rate of pay or a pay increase of one step, or the entrance rate for the new position, whichever is applicable.

9. Notwithstanding any provision of this Section 15.2D to the contrary, the Employer may, where it deems appropriate, post bid announcements during the four-month period prior to January 1 in any calendar year, for certain jobs within a department which the Employer may seek to fill at any time after January 1 of that calendar year, without any further bid postings for those jobs during that calendar year. A copy of the posting shall be provided to the Union no later than fourteen (14) days prior to the posting date. Employees shall have thirty (30) days from the date of the posting to submit bids. Before filling any vacancies pursuant to such a posting, the Employer will provide the Union with a copy of the Employer's list of all individuals who submitted bids pursuant to the posting. Said list will reflect the Employer's scoring of those individuals with respect to their

relative qualifications for the job, and the order in which the Employer intends to grant bidders preference for any available declared vacancies for the posted jobs in that calendar year. The list will be completed by no later than February 1 of that calendar year, unless otherwise agreed by the parties, and will be provided to the Union at the time it is finalized by the Employer. Upon request by the Union, the Employer will meet and discuss its ranking of bidders with the Union. Nothing in this paragraph shall preclude the Employer from declining to offer any available position to a bidder if the bidder has failed to satisfy the Employer's promotional criteria guidelines, or if the Employer determines that the bidder will be unavailable due to leave of absence or other reason, or that the bidder is otherwise no longer qualified for the available position. The Employer will notify the Union at the time it makes any promotion from the list in rank order. In the event the Employer intends to make a promotion from the list out of rank order, it will provide the Union at least ten (10) calendar days' notice, and will meet and discuss the matter upon request by the Union. In the event that the Employer intends to fill a job pursuant to the posting and there are no remaining qualified bidders on the original list, the Employer will post a new bid announcement prior to filling the

position. Nothing in this paragraph shall preclude the Union from grieving the City's filling of any vacancy.

Section 15.3 Acting in a Higher-Rated Job

A. Where a group of employees are transferred from a job in one Department, Bureau or District to a job in another Department, Bureau or District for one day or more, and said employees are directed to and do perform, or are held accountable for, substantially all of the duties and responsibilities of the job, and the job is higher-rated, said employees shall be paid the higher rate for all such time from the first day of the assignment. For example, employees in Forestry or Asphalt are directed by the Employer to be Sanitation Laborers. Such transfers shall not occur on more than five work days in succession, nor on more than five work days in any month, when employees are laid off from the department to which the transfer occurs and are qualified for the assignments.

B. An employee who is directed to and does perform, or who is held accountable for, substantially all of the duties and responsibilities of a higher-rated job in any Laborers' Bargaining Unit for one day or more shall be paid at the higher rate for all such time from the first day of the assignment. Past practices as to car allowances shall continue for the term of this Agreement. The Employer will equitably rotate such assignments on the basis of seniority among the employees at the

work location who have the then present ability to do the job without further training.

Employees paid for acting in a higher-rated job shall be paid as if they had been promoted to the higher-rated job.

The time limits for acting into higher rated jobs shall not exceed one hundred eighty (180) days, except where a regular incumbent is on leave of absence, in which case the time limit for acting into such position may not exceed one (1) year, and no individual employee can act up into that position for more than ninety (90) days. The time limits may be extended by mutual agreement of the parties. If the one hundred eighty (180) day limit is extended to one (1)year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee. ~~The time limits for such individual assignments to higher rated jobs shall be 90 days, except where a regular incumbent is on leave of absence, in which case it shall be 6 months. The time limits may be extended by mutual agreement of the parties.~~

The Employer shall not rotate employees in order to circumvent the payment provision of this section.

If the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits herein, the Employer shall post and fill the job as a permanent vacancy under this Agreement. If the employee who has been paid for acting in a higher-rated job also is the successful bidder when

the job is posted as a permanent vacancy, where applicable the said employee's seniority date for purposes of longevity pay increases shall be the date the employee initially was paid for acting in the higher-rated job, provided the employee had continued to perform in the higher-rated job without interruption.

Section 15.4 Acting in a Lower-Rated Job

Any employee who works in a lower-paid classification temporarily shall be paid his/her regular rate.

Section 15.5 Detailing

Detailing is the temporary transfer of an employee to a work assignment within his/her job classification geographically removed from the employee's normal work site.

Individual Employees shall not be detailed for more than 10 days unless the Employer gives notice to the Union of its need to do so and confers with the Union upon request. In any event, no such assignment may extend beyond 60 days or up to 90 days in an emergency without the agreement of the parties and such assignments are subject to the volunteer and rotation requirements, below, of this Section.

The Employer shall notify the employees in advance of the requirements for said detailing and shall seek volunteers among the employees who have the then present ability to perform the work required without further training. If there are more

volunteers than there are assignments, selections shall be made on the basis of seniority. If there are insufficient volunteers, the Employer shall assign the detailing by inverse seniority, starting with the least senior first, and to rotate such assignments within each calendar year. The employee's supervisor may, within his/her discretion, accept an employee's refusal to be detailed, provided that such acceptance shall not be unreasonably denied.

Thirty days' advance notice of detailing shall be given to the Union and the employees if the need to detail is known; otherwise, as soon as reasonably possible.

Each Department shall maintain and post detailing rotation lists, which shall be made available to the Union upon request.

Section 15.6 Balancing the Workforce and Reassignment Procedure

The Employer's movement of employees from one location, shift, or day off schedule to another shall not be subject to the provisions of Sections 15.1 and 15.2 if there is not a net increase in the number of employees in the affected classification(s) in the affected locations, shifts, or day off schedule.

If the Employer intends to reduce the number of employees in a job classification at a location, shift, or day off schedule and reassign them to another location, shift, or day off schedule, the Employer shall seek volunteers among the employees in the affected job classification, provided that the

volunteers have the then present ability to perform the work required without further training.

If there are more volunteers than there are assignments, such reassignments shall be made on the basis of seniority. If there are insufficient volunteers available, the Employer shall reassign employees using reverse seniority, provided that the employees have the then present ability to perform the required work.

An employee being reassigned under this provision may file a transfer request under Section 15.2(A) to return to his/her original location, shift, or day off schedule. Said request, which must be made within sixty (60) days of reassignment, shall be valid for a period of twelve (12) months after date of reassignment, and shall have preference over all other transfer requests for the original location, shift, or day off schedule. Within thirty (30) calendar days of a reassignment, the Union shall be notified of the name of any employee who is being reassigned, the effective date of the reassignment, and the location, shift, and day off schedule from and to which the employee is being reassigned.

ARTICLE 16
TOOLS AND EQUIPMENT

All tools and equipment determined by the Employer to be used on the job shall be supplied, maintained and replaced by the Employer, except as to any said tools and equipment supplied by employees as of the date of the execution of this Agreement.

Commencing January 1, 1989, the Employer agrees to provide to Sanitation Laborers the following items of apparel:

One (1) pair steel toed boots or shoes once a year.

One (1) rain poncho once a year.

Two (2) pair of gloves each year.

One (1) safety vest once a year, as needed.

Effective ~~January 1, 1993~~ **January 1 2018**, the Employer will reimburse ~~all other~~ members of the bargaining unit ~~$75.00~~ **$100.00** per year toward the cost of steel-toes shoes or boots **if the employer requires the employee to wear such shoes, and if the employee presents**~~hey present~~ a receipt showing the purchase of such equipment. Upon mutual agreement of the parties, the Employer may institute a commissary for the purchase of steel-toed shoes or boots in lieu of the **$100.00** ~~$75.00~~ payment.

Safety vests will be provided once a year to additional members of the bargaining unit as needed for safety purposes. Such titles shall be determined by the Safety Committee, (Article 17).

ARTICLE 17
HEALTH AND SAFETY

Section 17.1 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee as to the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance of an assigned task presents the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 17.2 Safety Committee

A joint safety committee shall be appointed with an equal number of Union and Employer representatives (no more than 5 each). The purpose of the Committee will be to discuss work standard or operational safety issues and to make recommendations for improvements it may deem appropriate, except for the Bureau of Sanitation where such issues are addressed in Article 18 of this Agreement. The Committee shall meet once each month, or otherwise by mutual agreement. Formal

recommendations of the Committee shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations.

The Department Head shall promptly issue a report to the Committee as to the Department's views regarding the Committee's recommendations. Grievances regarding the reasonableness of any workload standard which the Union(s) believes will jeopardize the safety of their members may be initiated at the Department Head step of the grievance procedure. The parties shall meet within 10 working days of receipt of the grievance by the Department Head to attempt to resolve the issues. If the issue is not resolved the grievance may be submitted to arbitration.

Section 17.3 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, et the Employer's sole expense, to be subject an independent medical examination ("IME") to determine if the employee is fit for duty. The Union

shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through the process.

ARTICLE 18
WORKLOADS

Section 18.1 SWLMC

The Employer and Local 1001 agree to establish a joint Sanitation Workloads Labor-Management Committee (SWLMC) to review Union and employee safety concerns in refuse collection. The SWLMC will also serve as the initial reviewing body for workload and safety grievances filed in accordance with the expedited grievance and arbitration provisions of this Article and is empowered to make recommendations for resolution of such grievances to the Employer representative charged with rendering a decision at the discussion step of the expedited grievance and arbitration process described below.

Section 18.2 Procedures

The SWLMC will consist of six members. Upon execution of this Agreement the Employer will designate three members and the

Local Union will designate three members. The Committee will select a chairperson from among its members at each meeting. The chair of the Committee meetings will be alternated at each meeting. Formal recommendations of the committee shall be submitted in writing to the commissioner of Streets and Sanitation with a copy to the Union and the Director of Labor Relations

The commissioner shall promptly issue a report to the Committee responding directly and fully as to the Department's views regarding the Committee's recommendations.

The committee will meet at the call of either the Union or the employer members at times mutually agreeable to both parties but, in any event, such meetings will be held at least four times during each calendar year.

Section 18.3 Review of Standards

The SWLMC will review any standards as may currently be used or may be formulated by the Employer for refuse collection to determine if such standards are safe. Also, any change in the mode of refuse collection as to routes, crew size, collection methods and equipment design will be reviewed by the Committee to determine the impact of such changes on safety.

Similarly, any standards as may be formulated for refuse collection resulting from the introduction or expanded use of technologically advanced equipment will be reviewed by the Committee to determine the impact of such changes on safety.

The Committee will compile a written report on any investigation of workloads which it undertakes, including

recommendations for adjustments in operations necessary to effectuate a safe refuse collection program. The Employer will respond to the committee's report in writing, indicating acceptance of the Committee's recommendations or reasons for not accepting those recommendations.

Section 18.4 Data Requests

The Employer will cooperate with the SWLMC, by responding to reasonable data requests from any party on the SWLMC with regard to employee safety concerns in refuse collection. Reasonable requests for data shall include, but are not limited to, the following:

1. Accident/Injury Reports
2. Tonnage Work Sheets
3. Safety Training Reports
4. Overtime Reports
5. Safety Rules
6. Crew Sheets
7. Routing Work Sheets
8. Living Unit Surveys
9. Recap Sheets
10. Mode of Refuse collection Status Reports
11. Guidelines for Refuse Collection routing
12. Ward Maps/Routing Schedules

Section 18.5 Advance Notice

The Union will receive thirty (30) days advance notice of the implementation of any workload standard related to the collection of refuse and the Employer shall not implement said standard during this 30 day period.

Section 18.6 Expedited Grievances

The reasonableness of any workload standard which the Union believes will jeopardize the health and safety of employees in

the Department of Streets and Sanitation may be grieved through the expedited grievance and arbitration procedure described in this Article.

Section 18.7 Expedited Arbitration

The Union may utilize the expedited grievance and arbitration procedures of this Article to process any grievance arising as a result of the imposition of workload standards in the Department of Streets and Sanitation.

Section 18.8 Expedited Procedure

An expedited grievance and arbitration procedure is hereby established to deal with grievances stemming from the imposition of workload standards in the Department of Streets and Sanitation. Such grievances will be presented initially to the SWLMC which will investigate the grievance and present its findings and recommendations to the Employer and the Union within five (5) working days of receiving the grievance, unless other time limits are accepted by the parties. The results of the Committee's investigation will be discussed within five (5) working days thereafter and the commissioner of Streets and Sanitation or his/her designee will render a written decision within two (2) working days of said meeting. If the issue remains unresolved, the parties will immediately select an arbitrator in accordance with the procedure established in the regular grievance and arbitration process. Arbitrators selected must commence hearings on the respective grievances within the

next ten working days. Subject to the parties' agreement to extend more time for the consideration of difficult issues, the arbitrator will conclude all hearings no later than five working days following the commencement of such hearing and will render a final and binding written decision no later than ten working days following the close of such hearing.

ARTICLE 19
CAREER ADVANCEMENT

Section 19.1 Promotions Out of the Bargaining Unit

Employees who have been promoted out of the bargaining unit shall, for ~~12~~ **60** months, be permitted to return to their former job classification in the bargaining unit, in the event of layoff, **or termination without cause** provided the Employer determines the job is vacant or is occupied by an employee with less seniority who can be displaced through the exercise of seniority rights in accordance with the layoff, recall and break-in-service provisions of this Agreement.

An employee who has been promoted out of the bargaining unit shall, within 6 months of the date of his/her promotion, have the right to return to the bargaining unit if the Employer determines the job is vacant, or if the job is not vacant, the said employee shall be placed on a reinstatement list.

Section 19.2 Training

The Employer shall make available to employees its on-the-job or other training programs, except management training, in accordance with the Employer's rules, to the same extent as such training is available to other employees. If there are more

applicants for training than there are places available, employees shall be chosen on a seniority basis. Such training programs may be to higher level positions in the employee's Bureau or Department or may be outside of the bargaining unit.

ARTICLE 20
SUB-CONTRACTING

Section 20.1 Subcommittee

(a) Within 10 days of ratification of this Agreement, the Employer and the Union shall establish a permanent subcommittee on subcontracting. The subcommittee shall meet from time to time, or at the request of either the Union or Employer members of the Committee, to examine all potential subcontracting situations to determine how such work could alternatively be, or continue to be, performed by the Employer except in emergency situations.

(b) It is the policy of the Employer to involve the Union in an early and timely manner in the Employer's decision-making process concerning potential subcontracting in order for the Union to provide its views as to the desirability and feasibility of proposed subcontracting, and to suggest alternatives to the Employer. Therefore, during the Employer's process of considering whether to subcontract a particular operation, but before the Employer gives Public Notice to outside contractors to submit bids, the Union shall be informed and the subcommittee provided for in Section 20.1(a) above shall meet. At such meeting(s), the Union shall be informed as to the reasons why subcontracting is being contemplated, the nature and extent of the work to be done, any possible impact on the

bargaining unit, and other information pertinent to the consideration of the proposed subcontracting.

(c) Should the Employer determine, following the meeting(s) of the subcommittee, to seek bids from potential outside contractors or to otherwise pursue subcontracting, the Employer shall so advise the Union at a meeting of the subcommittee. Thereafter, the Employer members of the subcommittee will work cooperatively with the Union so that the Union may submit proposals as provided in Sections 20.2 and 20.3.

(d) The subcommittee shall meet at least quarterly or more frequently as the need shall arise, upon the reasonable request of either party. The Employer shall be represented at the meeting by knowledgeable operations-level management personnel from a Department, as well as by Department personnel having labor relations and budget authority.

(e) The subcommittee also shall have the right to review subcontracting by the Employer of unit work during the previous quarter, as well as such subcontracting which is planned for the following quarter. The subcommittee shall act in an information and advisory role, and shall have reasonable access to relevant information pertaining to subcontracting issues covered by this Section. This may include information in the Employer's possession concerning the contractor's compliance with any prevailing wage requirements, as well as information pertaining to the contractor's performance of work under its subcontract with the Employer.

Section 20.2 Prevailing Rate Jobs

(a) As to prevailing rate jobs covered by this Agreement, the Employer will attempt to have employees perform bargaining unit work where practicable. Bid specifications or guidelines which will be used by or required from contractors will be provided to the Union at the same time as made public or conveyed to potential contractors, including a description of the work to be performed, any known impact upon bargaining unit employees, and other pertinent data necessary for the Union to submit proposals under this Article. This shall include, upon request of the Union, specific cost information or analyses or comparisons prepared by or in the possession of the Employer concerning labor, materials, equipment or other costs involved in the potential subcontracting. Any other information utilized by the Employer in determining whether to subcontract, or to which bidder to award a contract, will be made available to the Union upon request. The Employer will not deny a request by the Union for a specific document under this Section solely for the reason that the Employer did not rely on it in the decision to subcontract the particular work in question.

(b) The Employer will provide the Union with the proposed awardee's proposal. Within ten (10) working days of receipt thereof, the Union will provide the Employer with any proposal it intends to make. Within ten (10) working days thereafter, the subcommittee will meet, review the proposals of the Union and compare such proposals to any bid or proposal being considered for acceptance in order to comply with this Article.

The Employer's decision shall be communicated to the Union and shall not be unreasonably delayed by this process.

(c) Nothing shall prevent the parties at any time up until acceptance of the outside contractor's bid from agreeing that the bid request be withdrawn and the work be performed by the Employer's employees.

(d) As to prevailing rate jobs covered by this Agreement, the Employer shall not contract or subcontract out bargaining unit work to any person, contractor or Employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least 30 days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Section 20.3 Non-Prevailing Rate Jobs

As to non-prevailing rate jobs, the Employer will attempt to have employees perform bargaining unit work where practicable; however, the Employer reserves the right to

contract out work for reasons of efficiency or economy. Bid specifications for guidelines which will be used by or required from contractors will be provided to the Union at the same time as made public or conveyed to potential contractors including a description of the work to be performed, any known impact upon bargaining unit employees and other relevant data necessary for the Union to submit proposal under the Article. The City will provide the Union with the proposed awardee's proposal. Within 10 working days of receipt thereof, the Union will provide the City with any proposal. Within 10 working days thereafter, the committee established under Section 20.1 will meet, review the proposals of the Union and compare such proposals to any bid or proposal being considered for acceptance in order to comply with Section 20.1. The City's decision shall be communicated to the Union and shall not be unreasonably delayed by this process. All subcontracting of work covered by this Section 20.3 shall conform to the requirements of Section 20.1 and 20.2 above.

Section 20.4 Layoff of Employees

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting, the Employer will request and urge that the sub-contractor hire laid off employees.

If employees are permanently terminated as a result of subcontracting, the Employer shall, upon written request from the Union, negotiate with the Union as to the effects of said subcontracting on such terminated employees within the meaning of the Illinois Public Labor Relations Act. Any employee laid off as a result of subcontracting shall also have the same rights as provided in Section 21.4 of this Agreement.

ARTICLE 21
TECHNOLOGICAL CHANGE

Section 21.1 Definitions

A technological change is a change in equipment or a change in process or method of operation which diminishes the total number of employee hours required to operate a department. An employee whose services shall no longer be required as a result of such change shall be considered to be displaced by a technological change. The term shall not include layoffs caused by economic conditions, variations in service requirements, or any temporary or seasonal interruption of work.

Section 21.2 Notification of Union

In the event of technological change the employer agrees to notify the Union, if possible, at least 90 days in advance of its intentions, but in no case will the Employer provide less than 30 days' notice of the contemplated change; such notice to the Union will be in writing and will include, but not be limited to the following information:

1. A description of the nature of the change;
2. The date on which the Employer proposes to effect the change;
3. The approximate number, type and location of employees likely to be affected by the change; and
4. The effects the change may be expected to have on the employee's working conditions and terms of employment.

Section 21.3 Meeting with Union

The Employer, upon request of the Union, shall meet with the Union concerning the implementation of any technological changes. The meeting shall take place within 5 days after the Employer receives the Union's request. The Employer and the Union shall in good faith attempt to mutually resolve any employee problems resulting from the implementation of said technological changes, with due regard for the needs of the Employer.

Section 21.4 Non-Prevailing Rate Jobs

In the event employees are to be displaced by technological change, the Employer will consider within its budgetary and manpower needs the following courses of action:

1. The Employer will first consider the feasibility of displacing employees through attrition (e.g., death, voluntary quits, retirement and discharge for cause).

2. If the Employer determines attrition does not meet its needs, said employees shall be entitled to exercise their layoff and bumping rights under this Agreement.

3. Said employees who still may be displaced, notwithstanding said bumping rights, may elect to (a) be trained to perform the work required by the Employer in the vacant positions created by said technological change before the Employer hires and trains new employees for said vacant positions; or (b) fill another position determined by the Employer to be vacant, subject to the conditions set forth in Sections 15.1 and 15.2 of this Agreement; or (c) be trained for

another position determined by the Employer to be vacant before the Employer hires and trains new employees for said vacant position.

If employees after all of the above courses of action still are displaced, the employees will be placed on a list for reinstatement and may exercise their seniority rights in accordance with and subject to the recall and break-in-service provisions of this Agreement.

If employees are permanently terminated as a result of technological change, the Employer shall, upon written request from the Union, negotiate with the Union as to the effects of said technological change on such terminated employees within the meaning of the Illinois Public Labor Relations Act.

Section 21.5 Union Jurisdiction

Jurisdiction over the new machinery, equipment or materials, or the change in work methods or operations affecting bargaining unit work shall remain assigned to the Union.

ARTICLE 22
SEPARABILITY

In the event any provisions of this Agreement shall be or become invalid or unenforceable by reason of any final and binding court decision, as well as any Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, which shall remain in full force and effect. The invalid or unenforceable provision shall be subject

to re-negotiation by the Parties within a reasonable period of time.

~~**If any part of this Agreement is determined to be invalid by a Court of Law, all other provisions shall remain in full force and effect; the Employer and Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof**~~

ARTICLE 23
DUES CHECK-OFF AND FAIR SHARE FEE

Section 23.1 Check-Off

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues 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. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's 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 Sections 13.1, 13.2, 13.3, and 13.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance

upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The City and COUPE will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

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

Section 23.2 Fair Share

It is further agreed that 30 days after the later of the execution of this Agreement or the employee's date of hire, the Employer shall deduct from each paycheck of employees who are not members of the Union an amount as certified by the Financial Secretary of the Union and shall remit deductions to the Union at the same time that the dues check-off is remitted.

It is understood that the amount of deduction from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 23.3 IPLRA

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 23.4 Maintenance of Membership

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement.

All employees who are not members of the Union shall be required, as a condition of employment, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 24
WAGES

Section 24.1 Rates

The wage/salary rates for employees covered by this Agreement shall be set forth in the Appendices attached hereto and made a part of this Agreement.

Section 4.1 Prevailing Wage Rates

Effective July 1, 20~~0~~**17**, employees covered by this Agreement shall continue to receive the hourly rate being paid

to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 20~~0~~**17**, through the period ending June 30, 20~~17~~**22**, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates ~~**Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)**~~

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

~~Year 1:~~

- Effective ~~07/01/2007 – 1%~~ **01/01/2018 - 2.00%**
- Effective ~~01/01/2008 – 2.25%~~ **01/01/2019 - 2.25%**

~~Year 2:~~

- Effective ~~01/01/2009 – 3%~~ **01/01/2020 - 2.00%**

~~Year 3:~~

- Effective ~~01/01/2010 – 3%~~ **01/01/2021 - 2.25%**

~~Year 4:~~

- Effective ~~01/01/2011 – 3.25%~~ **01/01/2022 - 2.00%**

~~Year 5:~~

- ~~Effective 01/01/2012 – 3.5%~~

~~**Section 4.4 – Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)**~~

~~Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:~~

~~Year 6:~~

- ~~Effective 01/01/2013 – 2%~~

Year 7:

- ~~Effective 01/01/2014 – 2%~~

Year 8:

- ~~Effective 01/01/2015 – 2%~~

Year 9:

- ~~Effective 01/01/2016 – 2%~~

Year 10:

- ~~Effective 01/01/2017 – 2%~~

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.5 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of ~~August 2, 2007~~ **the date of final ratification of this Agreement by the City**

Council, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, ~~2007~~ **2017** and the date of final ratification of the Agreement by the City Council, inclusive.

Section 24.7 Sanitation Laborers

The parties agree that Sanitation Laborers who work on alley or combination alley-curb routes and who receive a $.50 per hour premium for hours worked when the Employer assigns 2 rather than 3 laborers to the crew and the crew's assignment is to manually dump 55-gallon drums of refuse into trucks on alley or combination alley-curb routes shall continue to receive said premium provided they continue to work with 55-gallon drums and that said premium shall cease to be paid to any sanitation laborer who is not assigned to manually dump 55-gallon drums of refuse. The Union recognizes the desirability of having the Employer's cart system implemented in as many wards as the Employer determines is feasible, and towards that end the Union agrees to urge and support the Employer's cart system throughout the City and to cooperate with the Employer toward this goal.

Section 24.8 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $250 per month. On the effective date of this Agreement, following its

ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 24.8.

Section 24.9 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the

second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix D. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer

will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the

Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 25
DRUG TESTING

Section 25.1 Policy Statement

The City of Chicago's 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 City and the employees covered by this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer 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 who utilize the Program's services.

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

Section 25.2 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 Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer on job sites or work locations and over which the Employer 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 Cause: 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 any body 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 25.3 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 Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In other cases, the Employer will terminate all employees who:

i) test positive for drug and/or alcohol use;

ii) refuse to cooperate with testing procedures;

iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 25.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(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 independent laboratory accredited by NIDA or any successor agency, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be

amended hereafter by the relevant agency of the Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) 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 presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner 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 25.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. 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

Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. 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.

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

Section 25.5 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 the voluntary Employee Assistance Program.

ARTICLE 26
INVESTIGATIONS AND PERSONNEL MATTERS

Section 26.1 Polygraph

No employees shall be required to take a polygraph.

ARTICLE 27
MANAGEMENT RIGHTS

Section 27.1 Management Rights

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, the extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to assure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and

facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 28
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 28.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix E.

Section 28.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with

CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 29
RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, ~~2017~~ **2022**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 120 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor agreement before the 30th day of June following the date on which notice was given, this Agreement shall expire on such 30th day of June unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date or receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right,

and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 30
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, ~~2007~~ **2017**, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ **2022**.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes

in health insurance benefits that becomes law and is effective during the term of this Agreement;

2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:

(a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost

increase from exceeding 8% as measured in subsection (a) above.

(c) Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Article 9;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC.

~~provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.~~

(d) The LMCC will continue to work cooperatively in seeking to limit health care costs pursuant to the terms of this Agreement, and the City agrees, for the term of this Agreement, that it will not invoke the 8% trigger provision.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify

the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

~~**Non-Prevailing Wage Rate Reopener**~~

~~**Four-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.~~

~~**Five-Year**: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4.4, in the event that (a) the City notifies the~~

~~Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.~~

~~If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4.4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage adjustments set forth in Article 4, Section 4.4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.~~

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, ~~2007~~ **2018.**

CITY OF CHICAGO

By: _____

LABORERS' LOCAL 1001

By: _____

LABORERS' LOCAL 1092

By: _____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:	FOR THE CITY OF CHICAGO:
_____	_____
_____	_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries.
- Comprehensive Communication and Outreach Strategies.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:

_____

_____

FOR THE CITY OF CHICAGO:

_____

_____