City of Chicago

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Sponsor(s):	Emanuel (Mayor)
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Title:	Collective bargaining agreement with International Brotherhood of Teamsters, Local Union No. 743
Committee(s) Assignment:	Committee on Workforce Development and Audit

WKFORCE

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 23, 2018

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Budget Director and the Corporation Counsel, I transmit herewith an ordinance authorizing the execution of a collective bargaining agreement with Teamsters, Local 743.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

SECTION 1. The City Council hereby approves an agreement, substantially in the form attached hereto, between the City of Chicago and the International Brotherhood of Teamsters, Teamsters Local Union No. 743.

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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF CHICAGO

AND

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
TEAMSTERS LOCAL UNION NO. 743

*Effective*_____

AGREEMENT

This collective bargaining agreement ("Agreement") is entered into by and between the City of Chicago, an Illinois Municipal Corporation ("Employer"), and the International Brotherhood of Teamsters, Teamsters Local Union No. 743 ("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. It is the purpose and intent of the parties, through this Agreement, to establish and promote harmonious relations between the parties; provide efficient, uninterrupted and effective services to the public; provide an equitable and peaceful procedure for the resolution of differences under this Agreement; and establish and maintain wages, hours and terms and conditions of employment through collective bargaining. Where any express term of this Agreement conflicts with any ordinance, rules, regulations, personnel rules, interpretations, practices or policies to the contrary, the terms of this Agreement shall prevail.

ARTICLE I
RECOGNITION

Section 1.1

The Employer recognizes the Union as the exclusive bargaining representative for all non-excluded employees employed by the Employer's Chicago Department of Public Health ("CDPH") in the job classifications Public Health Nurse ("PHN") III and PHN IV, for the purpose of negotiating about wages, hours and conditions of employment. Should the parties agree that other titles appropriately belong in the bargaining unit, they shall jointly stipulate to an amendment or clarification of the unit, even if there are no incumbents in the title at the time. Such stipulation shall be filed with the Illinois Labor Relations Board in accordance with its procedures. In the event that the Employer establishes any new job classification to perform bargaining unit work, the Employer will promptly notify the Union of its decision, and, upon request from the Union, meet and discuss any issue as to whether the new classification appropriately belongs in the bargaining unit.

Excluded from the bargaining unit are all managerial, supervisory, confidential, and exempt, and emergency employees, as defined by the City of Chicago Personnel Rules and the Illinois Public Labor Relations Act.

Section 1.2 Classification Changes

The Employer shall have the right to increase or decrease the working force, to eliminate, change or combine job classifications in whole or in part, and to establish new job classifications as the Employer may determine to be necessary from time to time for the efficient conduct of its business. The Employer shall notify the Union of the establishment of a new job classification arguably within the bargaining unit. The Employer shall set the wage rate for the new job classification. Upon request, the Employer will discuss the new rate with the Union. If the Union does not agree with the new rate set by the Employer, the Union may grieve the Employer's decision through the grievance and arbitration procedure under this Agreement.

ARTICLE II
MANAGEMENT'S RIGHTS

Section 2.1 Management's Rights

It is agreed that the Union and the employees will cooperate with the Employer to liberally construe this Agreement to facilitate the efficient, flexible and uninterrupted operation of the City. 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 City and administration thereof, and the right:

a. to determine the organization and operation of the Employer and any department or agency thereof;

b. to determine and change the purpose, composition and function of each of its constituent departments and subdivisions;

c. to set reasonable standards for the services to be offered to the public;

d. to direct its employees, including the right to assign work and overtime;

e. to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule its employees;

f. to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of the lack of work or funds or other proper reasons;

g. to contract out work;

h. to establish work schedules and to determine the starting and quitting time, and the number of hours worked;

i. to establish, modify, combine or abolish job positions and classifications;

j. to add, delete or alter methods of operation, equipment or facilities;

k. to determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether services are to be provided or purchased;

l. to establish, implement and maintain an effective internal control program;

m. to suspend, demote, discharge, or take other disciplinary action against employees; and

n. to add to, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to internal or external review, provided that none of these rights is exercised contrary to or inconsistent with other terms of this Agreement.

Section 2.2 Rules and Regulations

The Employer shall have the right to make, and from time to time change, reasonable rules and regulations and to require employees' compliance therewith upon notification.

ARTICLE III

HOURS OF WORK

Section 3.1 Normal Workweek and Workday

Nothing in this Agreement shall be construed as a guarantee of, or limitation on, the number of hours to be worked per day, per week, or for any other period of time, except only as specifically provided in Section 3.6 of this Agreement. The Employer's work week shall begin at 12:00 A.M. Sunday (one minute after 11:59 P.M. Saturday) and shall end at 12:00 A.M. the following Sunday. The normal workweek for employees shall consist of ~~thirty-five (35) hours~~ **thirty seven and one-half (37.5) hours** worked, with two (2) consecutive days off, in accordance with current practices. The normal workday for employees shall consist of **eight (8) consecutive hours, including** ~~seven (7)~~ **seven and one-half (7.5)** hours worked per day**, including an unpaid lunch period of one-half (1/2) hour.** The Employer may set up schedules for the various work shifts, as required. Each normal shift shall consist of seven **and one half** (7.5) hours of work, an unpaid lunch period of one-**half (1/2)** ~~(1)~~ hour and two (2) paid fifteen (15) minute rest periods.

Section 3.2 Changes

The Employer may change employees' normal workday or workweek **or shift/schedule** upon reasonable prior notice to, and upon request, discussion with the Union. **In the case of an unforeseen Public Health emergency or City-wide outbreak, the notice and discussion provisions above shall not apply. In such emergencies, the City will provide twenty-four hour notice to the Union, if possible, and such notice will contain the name(s) of the bargaining unit employees impacted by the change.**

Section 3.3 Scheduled Temporary Cessation or Reduction of Operations

In the event the Employer intends to exercise its managerial right to schedule a planned, City-wide temporary cessation or reduction of operations for economic or other legitimate operational reasons (e.g., as it did with the implementation of "Reduced City Service Days" in 2008 and 2009), resulting in a reduced number of days and/or hours worked for bargaining unit employees, the Employer will provide the Union with at least fifteen (15) days advance notice before implementing such scheduled temporary cessation or reduction of operations, and, upon request of the Union, will meet and discuss the impact on employees. Nothing in this section shall be construed as in any way diminishing or otherwise affecting the Employer's authority to exercise any other managerial right, consistent with the terms of this Agreement.

Section 3.4 Furlough Days

Employees shall be eligible to participate in the Employer's Voluntary Unpaid Furlough Program, under the same terms and conditions applicable to all non-represented

City employees, which terms and conditions may be subject to change from time to time. The current terms of the Voluntary Unpaid Furlough Program are described in part G of the City's Salary Resolution. It is understood and agreed that the City's decision to grant or deny any request for unpaid furlough time is entirely discretionary, and the City's determination as to what is in the best interests of maintaining its operations will always take precedence. The parties further understand and agree that all aspects of the City's Voluntary Unpaid Furlough Program, including the City's decision to grant or deny any unpaid furlough day request, are excluded from the grievance and arbitration provisions of Article VII of this Agreement.

Section 3.5 Overtime

(a) Employees shall be required to work reasonable overtime hours, as a condition of continued employment, whenever requested by the Employer to do so. The Employer shall make a reasonable effort to give employees advance notice when they are to be required to work overtime.

(b) Overtime on Regularly-Scheduled Days Off: When employees are required by the Employer to work on a regularly scheduled day off, any hours worked on said day shall be compensated for in **the form of cash** ~~compensatory time~~, at one and one-half times the regular hourly rate, on the basis of completed fifteen (15) minute segments, provided the employee works his or her full regular schedule within the Employer workweek in which the day off occurs. In determining whether an employee has worked his or her full regular schedule, any excused holidays, vacation days, and/or furlough days taken in accordance with the terms of this Agreement shall be considered days worked, in addition to days actually worked.

(c) Overtime during the Workweek on Regular Workdays: Additionally, all hours worked and approved under the Employers rules in excess of forty (40) hours worked in a workweek on regular workdays (which does not include work on a regularly-scheduled day off), whether of an emergency nature or non-emergency nature shall be compensated at one and one-half (1 ½) times the employee's regular straight time hourly rate, on the basis of completed fifteen (15) minute segments **in the form of cash**. Work performed between ~~thirty-five (35)~~ **thirty-seven and one-half** (37.5) and forty (40) hours worked in a workweek on regular workdays shall be compensated at the employee's regular straight time hourly rate **in the form of compensatory time or cash, at the employee's election with notice of the electing being made no later than the first regular workday following the date on which the employee performed said work**. Sick leave, vacation, compensatory time, union business leave and/or other paid time off shall not be included as hours worked for purposes of paragraph (c) of this Section.

(d) All overtime earned under this section shall be compensated in the form of cash. ~~For any compensatory time earned under any provision of this Agreement, the employee may elect to be compensated in the form of cash, instead of compensatory time, at the time the compensatory time is earned; provided, however, that notice of said election must be given by the employee to the Employer's designated representative by no later than the first regular workday following the date on which the compensatory time was earned.~~

(e) All compensatory time must be used on or before December 31 of the calendar year in which it is earned, subject to the Employer's operational needs and scheduling requirements. If any compensatory time is not used by December 31 of the calendar year in which it is earned, the employee will be compensated for said time earned in the form of cash instead of compensatory time. Notwithstanding the foregoing, any compensatory time earned in December of any year may be used on or before March 31 of the following calendar year, subject to the Employer's operational needs and scheduling requirements. If any compensatory time earned in December is not used by March 31 of the following calendar year, the employee will be compensated for said time earned in the form of cash instead of compensatory time.

Section 3.6 Reporting Pay

An employee who reports for work at her/his assigned day and starting time, without having been previously notified at his/her last known address or telephone number, as recorded in the personnel file, at least three (3) hours prior to starting time to report, shall be given a minimum of two (2) hours work or two (2) hours pay. However, the foregoing obligation shall not apply in the event the failure to provide work is because of an emergency, an Act of God, a failure of heat, light or power, or by any other cause beyond the control of the City. The employee must accept any nursing job to which she/he may be assigned.

Section 3.7 Call-in Pay

Employees called in on a scheduled work day to work hours outside their scheduled work hours, where the call-in hours are not contiguous to the beginning or end of the employee's scheduled work day, shall receive a minimum of two (2) hours of **pay at the employee's regular straight time hourly rate in the form of cash** ~~compensatory time~~, beginning from the time they arrive at the designated work location.

ARTICLE IV
WAGES, INSURANCE AND ALLOWANCE

Section 4.1 Wages

~~Employees will be paid in accordance with the Salary Schedules attached hereto as Appendix A, which will reflect the following wage adjustments:~~

~~(a) Effective on the first day of the first full payroll period following the final date of ratification of this Agreement, Grade 6 of the salary schedule for Public Health Nurse IIIs (Schedule SZ) shall be adjusted so that (1) the new rate for each step in that grade will be equal to the current (January 1, 2012) rate for the following step (i.e., the new entrance rate will be equal to the January 1, 2012 Step 2 rate, the new Step 2 rate will be equal to the January 1, 2012 Step 3 rate, etc.); and (2) the new Step 10 rate will be equal to $101,794.00 annually. Incumbent employees in Grade 6 will be placed in the appropriate step in Grade 6 in accordance with the City's traditional and historical practices with respect to re-grades.~~

~~(b) Effective on the first day of the first full payroll period following the final date of ratification of this Agreement, Grade 7 of the salary schedule for Public Health Nurse IVs (Schedule SZ) shall be adjusted so that (1) the new rate for each step in that grade will be equal to the current (January 1, 2012) rate for the following step (i.e., the new entrance rate will be equal to the January 1, 2012 Step 2 rate, the new Step 2 rate will be equal to the January 1, 2012 Step 3 rate, etc.); and (2) the new Step 10 rate will be equal to the January 1, 2012 Step 7 rate of Grade 8 of the Schedule S salary schedule for Registered Nurses. Incumbent employees in Grade 7 will be placed in the appropriate step in Grade 7 in accordance with the City's traditional and historical practices with respect to re-grades.~~

~~(c) In addition, effective on 1/1/16, the City will adjust the wages for all PHN IIIs and IVs by 1%.~~

(a) Effective 7/1/18, the adjusted SZ Salary Schedule as attached will be implemented. This adjustment reflects that, effective 7/1/18, employees normal work week will no longer consist of 35 hours worked; their normal work day will no longer consist of eight (8) consecutive hours, including seven (7) hours worked per day, and their normal shift will no longer consist of seven (7) hours of work, an unpaid lunch period of one hour, and two (2) paid fifteen (15) minute rest periods. Instead, effective 7/1/18, employees normal workweek shall consist of

thirty seven and one-half (37.5) hours worked; their normal work day shall consists of eight (8) consecutive hours, including seven and one-half (7.5) hours worked pay day, and their normal shift shall consist of seven and one-half (7.5) hours of work, an unpaid lunch period of one-half (1/2) hour, and two (2) paid fifteen (15) minute rest periods.

(b) Effective on the dates below, the City will adjust the wages for the PHN IIIs and IVs as follows:

Effective 7/1/20	2.0%
Effective 7/1/21	1.0%

Section 4.2 Pay During Absence

All leaves of absence or other time off shall be without pay except as otherwise expressly provided in Article V of this Agreement.

Section 4.3 Pay on Promotion or Transfer

Employees promoted or transferred to a different job title shall be compensated in accordance with the then current Regulations Governing the Administration of the Compensation Plan and Employee benefits for Classified Positions Set Forth in the Annual Appropriation Ordinance.

Section 4.4 No Pay During Strikes or Lockout

Employees shall not be entitled to any wages or benefits whatsoever if, despite all efforts to maintain peace, they are engaged in a strike, work stoppage, walkout or other interruption of work, or are locked out by the Employer.

Section 4.5 Life Insurance

(a) The Employer agrees to provide $25,000 Group Term Life Insurance at no cost to the employee, subject to Section 4.8 below. Employees must complete a City of Chicago Group Term Life Insurance enrollment form set, including the employee beneficiary section of the form set, in order to qualify for coverage in the Basic Group Term Life Plan. The failure of the employee to complete the enrollment form set will result in termination of the employee's Basic Group Term Life Insurance coverage.

(b) The Employer agrees to provide procedures for employees to purchase Group Term Life Insurance, and Universal Life Insurance, in addition to the basic Group Term Life Insurance coverage described above, at additional cost to the employee. Such options are outlined in Appendix B of this Agreement.

Section 4.6 Health Insurance

(a) The Employer shall provide to employees and their eligible dependents Group Health, Dental and Vision Care as set forth in Appendix C of this Agreement, subject to Section 4.8 below. If any other bargaining unit of employees of the Employer is required to pay less in premium contributions or receive higher benefit levels under the medical care plan, then this unit of employees shall pay the same and/or receive the same benefit levels.

(b) Family Coverage: 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.

(c) Maintenance of Insurance: 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 the Agreement.

(d) Employees who participate in the Employer medical 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:

	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
January 1, 2019	2.2921%	2.9854%	3.4765%	$115,000
January 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.

(e) 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 4.7 Plans Administration

The insurance plans are provided through contracts between the Employer and insurance companies and/or plan administrators. These plans, and matters concerning their administration, are not subject to grievance or arbitration. To the extent that there may be any conflict between said plans and this Agreement, the provisions of the plans shall prevail. Detailed information regarding the plans will be made available upon request at reasonable times.

Section 4.8 Joint Labor Management Cooperation Committee on Health Care

(a) The Employer and the Union (the "Parties") agree to be bound by determinations and recommendations of the Joint Labor Management Cooperation Committee ("LMCC") negotiated between the Employer and the Coalition of Unionized Public Employees ("COUPE") and created 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 LMCC Agreement and Declaration of Trust ("Trust Agreement") is attached to this Agreement as Appendix D.

(b) The Trust Agreement shall address, without limitation, the following:

1. Formation of a Committee to govern the LMCC consisting of up to thirty (30) Trustees, with half of the Trustees to be appointed by the Employer, and half to be appointed by unions who represent employees of the Employer, and who have also agreed to participate in the LMCC ("Participating Labor Unions").

2. Appointment by the City and Participating Labor Unions of a Co-Chair and Vice-Cochair as designated in the Trust Agreement.

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

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

(c) Beginning no later than 2020, members of the Teamsters Nurses bargaining unit will be subject to the Plan Design changes implemented through the LMCC resulting from the commitment in the COUPE collective bargaining agreements to achieve savings in the targeted amount provided for in those agreements. In the event such changes are implemented earlier than 2020, members of the Teamsters Nurses bargaining unit shall be subject to such changes at the same time as the rest of the LMCC.

Section 4.9 Reduction from Full Time to Part Time Status

Employees will not be reduced from full-time to part-time status solely to avoid the payment of fringe benefits under this Agreement.

Section 4.10 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 $550 per month, beginning on the effective date of ratification of this Agreement. 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.

Section 4.11 Relief in Higher Classification

An employee who is directed to and does perform substantially all of the duties and responsibilities of a higher rated classification within the bargaining unit to the satisfaction of the Employer for five (5) days shall be paid at the higher rate. Employees paid for acting in a higher-rated job shall be paid as if they had been promoted to the higher-rated job. An employee who is requested by the Employer to assume substantially all of the duties and responsibilities of a higher rated classification outside of the bargaining unit will not be paid at the higher rate, but may accept or decline the assignment.

The time limits for any 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 parties. The Employer shall not arbitrarily remove employees out of the higher classification solely to defeat the purpose of this section.

The Employer will equitably rotate assignments to higher rated jobs 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. In the event the Employer makes a rotational assignment to a higher rated job out of seniority order, the Employer will notify the Union, and, following a request from the Union, will meet and discuss the Employer's rationale for doing so, as well as its plan for rotating such future assignments at that work location.

Section 4.12 Uniform Allowance

Each employee **who is required to wear a uniform by the Employer** will continue to receive a uniform allowance of $600 per year~~, in accordance with current practice~~. Employees may purchase uniforms from the store of their choice; provided, however, they follow the policies issued by the Employer from time to time. **Notwithstanding the**

language above, nothing herein prevents the Employer from establishing a uniform voucher system, a commissary, etc., and requiring employees to obtain their uniforms from a required vendor and reimbursing employees only for the cost of the uniform.

ARTICLE V
ABSENCE FROM WORK

Section 5.1 Holidays

(a) An employee is eligible for the following holidays:

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

In addition to the foregoing twelve (12) paid holidays, employees shall receive one (1) personal day, which shall be granted in accordance with the current practices of the Employer.

(b) In order to qualify, an employee should otherwise have been scheduled to work on such day if it had not been observed as a holiday, or if she/he were not on vacation at that time. Any paid holiday in the pay period shall be counted as a regular working day. If an employee is absent without pay on the last working day preceding or the first working day following such holiday, the holiday shall be considered as an additional day absent without pay.

(c) When any of the above listed holidays falls on a Saturday or Sunday, the closest workday, Friday or Monday, will be recognized as the holiday.

(d) When an employee who is authorized to work and does work one of the recognized holidays, all hours worked on said holiday shall be compensated for in **the form** of compensatory time **or cash, at the employee's election**, at one and one-half times the regular hourly rate of pay, on the basis of completed fifteen (15) minute segments.

Notice of the employee's election shall be made no later than the first regular workday following the holiday on which the employee performed said work.

(e) Failure to Report to Work on a Scheduled Holiday

If an employee is scheduled to work on a Holiday and fails to report for work, the employee shall forfeit his/her right to pay for that paid scheduled holiday. An employee may utilize any available time, in accordance with the applicable Employer policy.

Section 5.2 Vacations

(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:

Length of Service	Vacation
Less than 4 years	13 working days
4 to 8 years	18 working days
9 years or more	23 working days

(b) Vacation leave earned will be determined by dividing the number of months worked in the prior year by twelve (12) and then multiplying by the number of yearly vacation days based on service. Any fraction will be rounded off to the nearest whole number of days. Any month in which the employee worked for at least 50% of the time shall be credited for purposes of computing vacation leave.

(c) On termination an employee shall be paid for her/his accrued and pro rata vacation, except where she/he was discharged for serious misconduct (i.e., violent acts, criminal acts, drug and alcohol violations on the job, or gross insubordination.) **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in his/her bank at the time of resignation.**

(d) In the event of the death of an employee while in the employ of the Employer, her/his accrued vacation pay shall be paid to her/his spouse or legal representative. Payment to either shall relieve the Employer from any further liability.

(e) By January 31 of each calendar year, employees may submit their preferences for utilization of vacation time for the ensuing year to the Employer in writing. The request must set forth the beginning and ending date of the desired vacation. In establishing vacation schedules, the Employer shall consider both the employee's preference and the operating needs of the Employer. Where the Employer is unable to grant vacation preferences for all employees within a position classification within a facility,

but is able to grant some, the preferred vacation periods will be granted on the basis of total continuous service.

(f) Employees who file their preference by January 31 shall be notified of the vacation schedules not later than April 1 of that vacation year.

Section 5.3 Forfeit of Vacation

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer, or the employee was unable to take vacation because the employee was on an approved leave of absence, including a duty disability leave of absence, during the vacation period. Notwithstanding the foregoing, if an employee still has unused vacation time during the fourth quarter of the vacation year, the employee upon giving written notification to the Employer before December 15 of the vacation year, may carry over no more than three (3) such days into the next vacation year. **Effective the first full calendar year following ratification of the Agreement by City Council, employees who have completed ten (10) or more years of continuous service may carry over no more than five (5) such days into the next vacation year.** All such vacation days deferred in this fashion must be scheduled upon mutual agreement of the Employer and employee and taken before June 30 of the vacation year into which they are carried over. Employees on duty disability shall retain any vacation leave earned prior to being placed on duty disability leave, together with all vacation time earned during the period of duty disability for the 12 months following the date on which the person became disabled, and shall be entitled to use such vacation time within 12 months following their return to work.

Section 5.4 Sick Leave

(a) Each employee may be allotted sick leave with pay for periods not exceeding twelve (12) working days in the aggregate during each calendar year on account of sickness, or related cause of absence, which may be considered by the department head a sufficient and legitimate excuse for the employee's failure to be present and in attendance upon her duties. Each 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 may be used in accordance with the City of Chicago Personnel Rules, Rule XXVIII.**

Sick leave credit 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.

(b) Employees shall accrue sick time at the rate of one (1) day on the first day of the month for each month of employment. In the event an employee, or a member of the employee's immediate family, experiences a serious health condition within the meaning of the Family and Medical Leave Act, 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 condition in question, **subject to reimbursement**. Should the employee's, or his/her immediate family member's serious health condition require the employee to be absent into the next calendar year, 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 that calendar year as if he/she were actively employed**, subject to reimbursement**. 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. **Immediate family or immediate family members are defined in the City of Chicago Personnel Rules, Rule XXVIII, Section 2.**

Section 5.5 Jury Duty

An employee who serves on a jury or is subject to proper subpoena (except if the employee is party to non-work related 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 for those days which he/she was scheduled to work for the Employer and receives pay or compensatory time for said work.

Section 5.6 Bereavement Pay

In the event of a death in an employee's immediate family or domestic partner, 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 to attend the funeral. The five consecutive days shall include the day of the funeral. 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. 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. Domestic partners are defined as two persons regardless of their gender, who have a close personal relationship, sharing the same regular and permanent residence for at least six months; are each eighteen years of age or older; not married to anyone; not related by blood closer than would bar marriage in the State of Illinois; and are each other's sole domestic partner, responsible for each other's common welfare and jointly sharing their financial responsibilities. To qualify as a "domestic partner" under this section, the employee must register the domestic partner's name with the City of Chicago.

Section 5.7 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 employees shall, as a condition precedent to payment, deposit 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 employees shall, as a condition precedent to payment, deposit 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 5.8 Family and Medical Leave

Employees who have been employed a minimum of twelve (12) months, and who have worked at least 1,250 hours in the preceding twelve (12) months, shall be entitled to up to twelve (12) weeks unpaid leave within a twelve (12) month period for any of the following reasons:

(a) For the birth of the employee's child and to care for such child;

(b) For the placement of a child with the employee for adoption or foster care;

(c) To care for the employee's spouse, child or parent with a serious health condition; and

(d) Due to a serious health condition affecting the employee.

Employees may, but are not required, to elect to use accumulated paid vacation and/or unused paid sick leave or other accrued time toward this leave, according to the City's policies.

All such leaves are subject to the provisions of the Family and Medical Leave Act and the regulations thereunder, as well as the policies and procedures of the Employer in effect as of the date of this Agreement.

Such leave is concurrent with, and not in addition to, the unpaid leave provided for above. Employees may elect to substitute any accumulated paid leave for any portion of unpaid FMLA leave, or may take such unpaid FMLA leave following any paid leave for which the employee may be eligible and elects to use.

During any leave taken pursuant to this provision, the employee's health care coverage shall be maintained as if the employee was working, and seniority shall accrue.

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

Section 5.9 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 three-month periods, for a total medical leave of absence up to one (1) year. The Employer may request satisfactory proof of medical leaves of

absence. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work. An employee on a medical leave of absence shall be returned to work upon the expiration of his/her leave, provided the employee has complied with the Employer's procedure which shall be provided to the employee prior to the start of said leave. If an employee is granted an extension of his/her leave, he/she shall be returned to work upon the expiration of the leave's extension, provided the employee has complied with the Employer's procedures.

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 a medical leave of absence within one (1) year shall be reinstated to:

(a) their former position if it is vacant; if not:

(b) a vacant position in the same classification; if none available:

(c) bump the least senior employee in the same classification, provided the employee returning from the Leave of Absence has more seniority than the least senior employee, who shall be subject to the lay off and recall provisions of Section 6.6.

Section 5.10 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 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 nonprofessional treatment for a member of the employee's immediate family or household under circumstances temporarily inconsistent with 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.

Employees who return from a personal leave of absence within one (1) year shall be reinstated to:

(a) their former position if it is vacant; if not:

(b) a vacant position in the same classification; if none available:

(c) bump the least senior employee in the same classification, provided the employee returning from the Leave of Absence has more seniority than the least senior employee, who shall be subject to the layoff and recall provisions of Section 6.6.

Section 5.11 Duty Disability

Any employee who has been granted Duty Disability benefits 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 shall continue to receive full benefits for any period he/she is on said leave in accordance with current practice.

Section 5.12 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 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 VI

SENIORITY

Section 6.1 Definition of Seniority of Continuous Service

The term "seniority" and "continuous service" shall mean the same thing they are defined and used in this Agreement. Seniority or continuous service means continuous paid employment from the employee's last date of hire by the City, without a break or interruption in such paid employment, and regardless of job classification or department.

An employee earns continuous service credit even though he or she is not paid for:

(a) an absence where the employee is adjudged eligible for duty disability compensation;

(b) an approved Family and Medical Leave of absence;

(c) an approved medical leave of absence of one year or less; or

(d) an approved personal leave of absence of one year or less.

In the event two (2) or more employees have the same seniority date, a lottery shall be conducted to break seniority ties.

Service requirements for advancement within the salary ranges of Appendix A shall have the implication of continuous service with the City of Chicago. For purposes of determining eligibility for longevity pay increases and in determining an employee's vacation benefits, seniority or continuous service shall mean service for the Employer regardless of job title or department.

Section 6.2 Probation/Career Service Status

New employees will be regarded as probationary employees for the first six (6) months of employment and will receive no seniority or continuous service credit during such probationary period. Any period of absence from work in excess of ten (10) days shall extend the probationary period for a period of time equal to the absence. Probationary employees continuing in the service of the employer beyond their probationary period shall be career service employees and shall have their seniority 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 procedure, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one (1) 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 for 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 6.4 of this Agreement.

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.

This Section 6.2 shall not apply to any new employee who, at the time of his/her hire as a PHN III or PHN IV, was already employed in a City job classification in which he/she held Career Service status.

Section 6.3 Interruption in Service

Employees who work a minimum of eighty (80) hours per month shall be credited with Continuous Service for time worked. Continuous Service credit will not be earned

for absences without leave, absences due to suspension, or for any other unpaid leave or other interruption in service not specifically referenced in Section 6.1 above.

Section 6.4 Break in Service

Seniority or Continuous Service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, notwithstanding the provisions of any ordinance or rule to the contrary, 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 on the employee's behalf, from giving such notice;

(e) fails to return to work at the expiration of an authorized Leave of Absence, unless there are extenuating circumstances which prohibit the employee from returning to work on the expiration of the leave;

(f) 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;

(g) 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;

(h) 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 6.5 Filling Of Permanent Vacancies

(a) The Employer shall determine if there is a permanent vacancy to be filled prior to posting of that vacancy.

(b) 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 at any time for the remainder of the calendar year. A list of all transfer requests on file for employees will be sent to the Union monthly.

(c) When filling a vacancy, the Employer shall select the most senior employee in the job classification in the Department who has such a request on file prior to any notice of posting being sent to the Union, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation. The Employer shall give the Union a list of newly transferred employees by Department once a month. Any employee transferred may not seek another transfer for 6 months.

(d) When filling a vacancy and there are no said employees who have requests on file prior to any notice of posting being sent to the Union, 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.

(e) When filling a PHN IV vacancy and there are no said employees who have requests on file prior to any notice of posting being sent to the Union, and there are no eligible employees on said recall or reinstatement lists, the Employer shall post the job for bidding.

(f) All permanent PHN IV vacancies covered by this Agreement not filled as provided above shall be posted on a designated bulletin board at each work-site and at other appropriate locations as designated by the Employer. The permanent vacancy shall be posted for fourteen (14) calendar days. There shall be written notification to the Union of the posting of said vacancies at least one day prior to it being posted. The posting shall contain at least the following: job title, qualifications, hours, work location(s), pay grade and person to whom the job bid should be submitted. The posting shall also include any additional qualifications and duties required by the Employer for the position(s) posted.

(g) Any PHN III may apply for any PHN IV position covered by this Agreement by submitting a bid application during the posting period. An employee shall not be allowed to bid on his/her own classification.

(h) All bidders for permanent vacancies shall meet the minimum qualifications for the job in order to be considered for selection by the Employer. Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which are determined to be permanently vacant by the Employer. If the Employer determines that two or more applicants are equally qualified to perform the work required, the Employer shall give preference to employee applicants over non-employee applicants.

If selecting between employee applicants the Employer determines to be equally qualified to perform the work required, the Employer shall select the most senior of those employee applicants. The Employer shall determine whether employee applicants are "equally qualified" based upon relevant evidence of performance, experience, training, proven ability and similar criteria related to the vacancy.

Bidders who are not selected shall be so notified by the Department Head. A copy of the bid list with seniority dates and the name of the successful bidder identified, shall be sent to the Union.

During the posting, bidding and selection process, the Employer may temporarily fill the vacancy.

(i) 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, or if the successful bidder desires to return to his/her former job, then the successful bidder shall be returned to the job he/she held just prior to the awarding of the bid, displacing, if necessary, any employee who has been placed into said job.

Section 6.6 Layoff and Recall

(a) The Employer shall notify the Union and the affected employees in writing at least thirty (30) calendar days in advance of any layoff under this subsection, except when layoffs occur as a result of grant funds being reduced or eliminated. Where layoffs occur as a result of grant funds being reduced or eliminated and the Employer is unable to give at least thirty (30) calendar days notice, the Employer shall give the Union and the affected employees at least fourteen (14) calendar days notice of any layoff.

(b) All layoffs shall be by job classification within the Department.

(c) Non-Career Service employees within the affected job classification shall be terminated prior to any Career Service employees in that job classification being laid off.

(d) Where ability, skill and efficiency are equal, employees shall be laid off in order of their seniority, provided that the Employer may retain employees with special knowledge or skills.

(e) An employee subject to layoff shall have first priority to fill a job in an equal or lower-graded bargaining unit 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 after a reasonable period of orientation. Said offers shall be by seniority. **If the employee accepts a vacant job, the Employer will afford the employee an evaluation period of up to ninety (90) days to demonstrate that he/she can perform the job. If the Employer, based on the employee's job performance at any time during that period, has just cause to believe that the employee cannot perform the job, the Union shall be notified and the employee shall be placed on the layoff list and shall have no further rights to bump of fill other vacancies prior to being laid off. The Employer shall notify the Union and the employee in advance of returning the employee to layoff if it appears to the Employer that the employee cannot perform the job.** The Employer shall provide the Union with a list of the department vacancies, including the hours of work and location, if known, of available positions, prior to any movement of employees. If an employee subject to layoff is unable to fill a job in an equal or lower-graded bargaining unit classification under this subsection, the employee subject to layoff may displace (bump) the least senior employee, if any, in the most recent lower bargaining unit job title the employee to be laid off held in the Department, provided the employee bumping has the then present ability to perform the job without further training after a reasonable period of orientation, and provided further that the employee bumping has greater seniority than the employee being displaced. **The Employer will afford the employee who is bumping an evaluation period of up to ninety (90) days to demonstrate that he/she can perform the job. If the Employer, based on the employee's job performance at any time during that period, has just cause to believe that the employee cannot perform the job, the Union shall be notified and the employee shall be placed on the layoff list and shall have no further rights to bump of fill other vacancies prior to being laid off. The Employer shall notify the Union and the employee**

in advance of returning the employee to layoff if it appears to the Employer that the employee cannot perform the job.

(f) Laid off employees shall be placed on a layoff list, and shall retain and accumulate seniority and continuous service credit while on layoff, subject to the break-in-service provisions of this Agreement.

(g) Employees shall be recalled 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. **The Employer will afford the recalled employee an evaluation period of up to ninety (90) days to demonstrate that he/she can perform the job. If the Employer, based on the employee's job performance at any time during that period, has just cause to believe that the employee cannot perform the job, the Union shall be notified and the employee shall be returned to the layoff list subject to the break-in-service provisions of this Agreement. If such an employee is returned to the layoff list, the time that said employee worked during the evaluation period will not be counted when calculating how much time the employee has been on layoff for purposes of 6.4(g) and 6.4(h).**

Section 6.7 Balancing the Workforce

Prior to taking any action pursuant to this Section, the Employer will notify the Union of its intention to balance the workforce and, upon request, agrees to confer with the Union. The Employer shall provide fourteen (14) days advance notice to the Union. Should the Union request to confer with the Employer, said conference shall take place between the date the Employer provides the Union with advanced notice and the date the balancing of the workforce is scheduled to be implemented. If the conference does not take place during said time frame because the Union has not made itself available to meet at reasonable times during that time frame, the Employer may proceed to balance the work force as set forth below.

The Employer's movement of employees from one location, shift or day off schedule to another, which would otherwise be considered the filling of a permanent vacancy, shall not be deemed a permanent vacancy if there is not a net increase in the number of employees in the affected classification(s) in the affected locations, shifts or day off schedule.

If the Employer intends to 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, provided that the volunteers have the then present ability to perform the work required without further training. Such employees shall also be permitted to volunteer for positions in the job classification(s) at other locations that the Employer has declared vacant, 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 the filling of vacancy article) to return to his/her original location. Said request must be made within sixty (60) days of reassignment, shall be valid for a period of eighteen (18) months after date of reassignment, and shall have preference over all other transfer requests for the original location.

Section 6.8 Detailing

Detailing is the temporary transfer of an employee to a work assignment within her/his job classification geographically removed from the employee's normal work site.

Employee(s) shall normally 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 a detailing assignment and shall seek volunteers among the employees who are qualified to perform the special assignment. If there are more volunteers than needed, selection shall be made on the basis of seniority commencing with the most senior. If there are insufficient volunteers, assignments shall be made from among the employees within the organizational unit where the detailing is necessary, commencing with the least senior employee with the present ability to perform the work. The Employer shall rotate such assignments equitably among the available employees.

In the event of an emergency any limitations of this Section shall be waived for a maximum of fifteen (15) working days. Should any emergency require a waiver of this section beyond fifteen (15) working days, the City agrees to confer with the Union regarding such extension.

Section 6.9 Seniority Lists

The Employer shall provide the Union with a seniority list annually. Each month the Employer shall notify the Union of additions and deletions to that list.

Section 6.10 Reciprocity

Employees hired prior to July 9, 1985, 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, Public Building Commission of Chicago, Chicago Urban Transportation District, the Chicago Transit Authority, and the Regional Transportation Authority shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules, provided the above interpretation of continuous service shall apply. Employees hired after July 9, 1985 who have rendered service to another employer as stated above shall not have the period of such service credited and counted for the purpose of advancement within longevity salary schedules.

ARTICLE VII

DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 7.1 Discipline

(a) Non-probationary, Career Service employees will be discharged or otherwise disciplined only for just cause.

(b) All discipline of any probationary or other non-Career Service employee, as well as all discharges, shall be excluded from the terms of this Article VII. Discharges of Career Service employees shall be governed exclusively by the City of Chicago's Human Resources Board/Police Board Rules. For suspensions of Career Service employees of eleven (11) days or more, an election to arbitrate said suspension must be made at the time the appeal to the Human Resources Board or Police Board is required. Once the election to arbitrate is made, the employee forfeits further right to a Human Resources Board or Police Board hearing. The grievance procedure provisions herein and the Human

Resources Board or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Human Resources Board or Police Board do not thereafter become arbitrable as a result of said decision.

(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. Discipline of non-probationary, Career Service employees shall be for just cause, and, for such employees, principles of progressive discipline shall apply as set forth in the Personnel Rules of the City of Chicago. 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 warning, 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.

If the employee requests the presence of a Union representative at a meeting, one will be provided, if readily available, within a reasonable time period who shall be given the opportunity, if the employee requests, to rebut the discipline and request further pertinent information.

The Employer will notify the union office in writing of the pre-disciplinary meeting at the time the Employer notifies the employee. 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 Section 7.1(b) 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 therefor. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file.

(c) Conduct of Disciplinary Investigations By the Inspector General's Office

1. 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, but not at a police station.

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.

O. 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. 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.

(d) Personnel Files

The Employer's personnel files and disciplinary history files, except for confidential documents, relating to any employee shall be open and available for inspection by the affected employee during regular business hours. Any material and/or matter not available for inspection shall not be used in any forum adverse to the employee's interest. Records of disciplinary action which are over two years after the date of the incident or the date upon which the violation was discovered, whichever is longer, shall not be used against the employee; provided, however, that said record of discipline may continue to be used as a basis for further discipline beyond said two year period if (1) the matter is the subject of either civil or criminal court litigation prior to the expiration of the two-year period; or (2) the employee is charged with at least one additional, substantially similar offense at any time within said two year period.

Section 7.2 Grievance and Arbitration Procedures

(a) Disciplinary actions, except as described in Section 7.1(b) above, any and all disputes and differences involving Department of Personnel Rules, or an agency administrative action, or an interpretation or application of a specific section in this Agreement between the Employer and the Union or any of the employees it represents shall be exclusively settled in accordance with the terms of this Section 7.2.

(b) 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.

(c) Before a formal grievance is initiated, the employee shall discuss the matter with her/his immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

STEP I

A. The employee or the Union shall put the grievance or complaint in writing on the appropriate grievance form within ten (10) calendar days of having knowledge of the event which gives rise to the grievance. In the space provided, the employee or the Union will indicate what Section and part of the Agreement is in violation and the requested remedy, and submit the form to her/his immediate supervisor.

B. The immediate supervisor will notify the employee in writing of her/his decision in the space provided on the original grievance form, Step I. This form will be returned to the employee and the Union within ten (10) calendar days after receipt of the written complaint.

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 on the grievance form Step II to the Department Head's designee and/or Director of Nursing within ten (10) calendar days after the date of the decision by the immediate supervisor. A meeting shall be held within five (5) working days thereafter. 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.

B. The Department Head's designee will notify the employee in writing with a copy to the Union of her/his decision on the grievance form Step II within seven (7) calendar days of the Step II meeting.

STEP III

A. If the grievance is not settled in Step II, the Union or the employee may appeal in writing on the space provided on the grievance form Step III along with Steps I and II to the Department Head or designee within ten (10) calendar days of receipt of the senior supervisor's decision. If the dispute involves nursing practice issues, the appeal, upon request, shall be heard by the Department Head or designee ~~and the Director of Labor Relations who shall seek the full input of the Director of Nursing concerning the dispute before the Employer gives the Union and the grievant a final answer~~. **Any Department Head designee at Step III will be different than the Department Head's designee at Step II.**

B. The Department Head or designee shall meet with the Union in an effort to resolve said grievance and reply in writing of her/his decision to the employee and the Union within seven (7) calendar days of receipt of the Step III appeal.

STEP IV

A. If the grievance is not settled in Step III, the Union or the Employer, but not an employee or group of employees, may submit the dispute to final and binding arbitration, only if it involves an interpretation or application of a specific section of this Agreement, by serving a written request on the other to arbitrate, setting forth the facts and specific relief requested, within thirty (30) calendar days after the answer is given at Step III of this procedure.

B. Within seven (7) calendar days after receipt of the written notice of arbitration the parties shall meet or otherwise attempt to select an impartial arbitrator by mutual agreement. If after seven (7) calendar days the parties are unable to mutually agree upon selection of an arbitrator, the parties will contact the Federal Mediation and Conciliation Service and request a panel of eight (8) arbitrators. No subsequent panel may be requested except with the mutual written agreement of the Employer and the Union. The Employer and the Union will alternately strike names from the listing of arbitrators until the arbitrator is chosen. The Employer will strike first.

C. The Arbitrator will advise the parties of his/her fees and expenses prior to selection and will be expected to charge such fees and expenses. The fees and expenses of the Arbitrator shall be borne equally between the Union and the Employer. Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

D. The Arbitrator shall select a date for arbitration within sixty (60) days of notice that a grievance is ready for arbitration and submit his/her decision within thirty (30) days following such hearing.

E. The parties may agree to submit more than one (1) grievance to an Arbitrator.

F. An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement. The provisions of this Agreement shall be the sole source of any rights which either party may assert in arbitration. 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/her 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.

(d) Any settlement at Step I, II or III shall be binding upon the Employer, the Union and the aggrieved employee(s).

(e) Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to refer the case to the succeeding step of the procedure.

(f) The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings.

(g) If the grievance or arbitration affects more than one employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class.

(h) Either the Employer or the Union may file a grievance at Step III.

(i) Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors of the Employer, subject to discipline, 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 the employee's right to process her/his grievance.

(j) Upon written request, at any step of the grievance procedure, the Union shall be given specified written materials, policies or documents pertinent to the grievance under consideration to which the Union is legally entitled.

ARTICLE VIII

EDUCATION, TRAINING, AND PROFESSIONAL DEVELOPMENT

Section 8.1 Tuition Reimbursement

Rules and procedures regarding tuition reimbursement shall be as described in Appendix E attached, which by reference is made part of this Agreement.

(a) Employees shall be entitled to tuition reimbursement subject to the restrictions provided in the Tuition Reimbursement Policy identified as Appendix E in this Agreement.

(b) The Employer will, upon request, notify the Union in writing of the names of employees who have been granted tuition reimbursement, the amount of the reimbursement, and the names of employees whose applications were denied. This request should specifically identify the employee by name and by title code. No more than two (2) requests shall be made per calendar year.

Section 8.2 Continuing Education Outside the Department

Employees may receive up to 35 hours per year of paid time for continuing education related to public health (e.g., workshops, seminars, classes, etc.), as approved by the Commissioner. Continuing education for employees is not mandatory.

Section 8.3 Protocol

Requests for leave from work to attend in-service training or continuing education programs outside the Department must be submitted in accordance with applicable Department procedures, and are subject to final approval by the Commissioner or his/her designee.

Section 8.4 Preceptors

The Employer and the Union mutually recognize the value of preceptorship in the training of new bargaining unit employees. Where the City assigns an employee to precept a new employee, the appropriate City supervisor will discuss the terms of the preceptorship with the preceptor and the new employee, and the Department will utilize its current validation checklist, or some other similar informal written document. The preceptorship will be taken into consideration in any evaluation of the precepting employee's performance with respect to his/her caseload.

Section 8.5 Training

The Employer and Union are committed to the principle of training for employees in order to improve the efficiency and effectiveness of the Department of Health. The Employer has the right to require employees to attend training without the loss of pay, and the Employer may request proof of attendance. The Employer may change an employee's start time to coincide with the hours of the training.

Section 8.6 Advisory Training Committee

An Advisory Training Committee shall be established in the Department of Public Health composed of representatives of the Commissioner and at least one representative from Teamsters, Local 743. Teamsters, Local 743, will appoint its representative(s). This Committee will meet quarterly, unless the parties mutually agree to meet less or more frequently, and said meetings will take place during the working hours of employees on the Committee. Employees will be allowed to attend Advisory Training Committee meetings subject to prior supervisor approval and operational needs. The Committee may make

recommendations to the Department of Public Health regarding public health, job-related, educational and/or training programs and development opportunities.

ARTICLE IX

DUES/FAIR SHARE FEE DEDUCTION

Section 9.1 Dues Deduction

Upon receipt of a written authorization in a form agreed upon by the Employer and the Union, the Employer shall deduct from the wages of the employees concerned the dues uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. 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 Employer will not similarly deduct the dues of any other organization as to employees covered by this Agreement.

Section 9.2 Fair Share

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 under terms and procedures as shall be agreed upon in negotiations between the Employer and the 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 9.3 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 9.4 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 good standing 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 9.5 Indemnity

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability, including damages, attorney's fees (as outlined in the side letter) and court and other costs that shall arise out of any action taken or not taken by the Employer for the purpose of complying with this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions.

ARTICLE X

UNION REPRESENTATION

Section 10.1 Union Representatives

The Union will advise the Employer in writing of the names of the business agents and stewards authorized to act on behalf of the Union.

Section 10.2 Investigation and Processing of Grievances

Union stewards and grievants 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 stewards shall observe the Employer's reasonable visitation rules for Union representatives. The employee shall ask 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 unreasonably denied. Paid time off to investigate and process grievances under this

Section does not include any time spent preparing for or presenting arbitration hearings after Step III of the grievance procedure has been completed.

Section 10.3 - Right of Access

Union business agents will be permitted to enter the Employer's 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, consistent with the Employer's reasonable visitation rules. The Union will not abuse this privilege, and all activities shall be conducted in a manner so as not to interfere with the Employer's normal operations.

The Employer agrees to make available conference or meeting rooms for meetings under this Article or authorized by this Agreement upon reasonable request of the Union, subject to the Employer's reasonable rules relating to the Union's use of the Employer's premises.

Section 10.4 Contract Negotiations

The Employer agrees to meet with Union representatives, including Local Unit representatives, but not more than four (4) who are employees covered by this Agreement, at reasonable times to negotiate a subsequent collective bargaining agreement. The names of designated representatives shall be certified to the Employer in writing by the Union. Said designated representatives attending the meeting shall participate without loss of pay. During the course of contract negotiations with the City, said designated representatives may also be allowed a reasonable amount of time without loss of pay during working hours for the purpose of meeting, and/or traveling to meetings, to discuss issues relevant to their representation of the Union in said negotiations, provided that no one designated representative will be granted more than a total of four (4) hours of paid time under this Section in any calendar year, and provided further that the total paid time used by all designated representatives under this Section does not exceed twenty-eight (28) hours in any calendar year. Designated representatives will obtain the permission of their respective supervisors before using paid time under this Section, it being understood that the operational needs of the department take precedence.

Section 10.5 Labor-Management Meetings

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, labor-management

meetings between the Union and designated representatives of the Department of Health will normally be held on a quarterly basis. Representatives of other interested City Departments may attend said meetings at their discretion. Fewer or more frequent meetings may be held by mutual agreement of the parties. Meetings shall be scheduled at a time, place and date mutually agreed upon with due regard for the efficient operation of the Employer's business.

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 (1) week prior to the scheduled meeting. These meetings shall be attended by a reasonable number of representatives of each party, which number shall be mutually agreed to by the Union and the Employer. Any Union representative who is a City employee shall ask his/her immediate supervisor for permission to attend a labor-management meeting on work time, it being understood that the operations of the Department take precedence, but such permission shall not be unreasonably denied.

Section 10.6 Orientation

The Employer agrees to grant the Union a reasonable opportunity during the orientation of new employees to present the benefits of membership in the Union. The Union may have up to one (1) hour prior to, or following, the Employer's normal orientation period.

ARTICLE XI

NO STRIKE OR LOCKOUT

Section 11.1 No Strike

During the term of this Agreement neither the Union, its officers, or members shall instigate, call, encourage, sanction, recognize, condone, or participate in any strike (including, but not limited to sympathy strikes and strikes to protest Union or third party conduct), slowdown, stoppage of work, boycott, picketing, or willful interference with rendering of services by the Employer.

Section 11.2 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, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes steps in good faith to end any strike, slowdown, stoppage, boycott, picketing or interference, the Employer agrees that it will not bring action against the Union to establish responsibility for such wildcat or unauthorized conduct.

Section 11.3 Discipline For Breach.

The Employer in its sole discretion may terminate the employment or otherwise discipline any employee or employees who engage in any act forbidden in this Article.

Section 11.4 No Lockout

The Employer agrees not to lock out the employees during the term of this Agreement.

ARTICLE XII

SUBCONTRACTING

Section 12.1

The Employer will have employees perform bargaining unit work where practicable; however, the Employer reserves the right to contract out work for reasons of efficiency or economy.

Section 12.2

Prior to subcontracting bargaining unit work, the Employer shall give notice of such contemplated action to the Union at least 30 days prior to entering into a subcontract, unless emergency or other circumstances preclude 30 days notice, in which case the Employer will give notice to the Union as soon as practicable after the need for the subcontracting is known. 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, any contemplated impact on bargaining unit employees, and any other relevant data to enable the Union to discuss with the Employer alternatives to such action. Upon request, the Employer will meet with the Union within 3 days of such a request.

Section 12.3

If bargaining unit employees would be displaced by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent bargaining unit jobs the Employer has declared to be vacant in the Department, or other Departments, in that order, provided the displaced 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 her or him to perform the work.

ARTICLE XIII

MISCELLANEOUS

Section 13.1 Bulletin Boards

The Employer or her/his designee in the department shall, upon the request of an employee of that department or agency, and subject to the availability of space, designate space on a bulletin board for the employee to post materials which do not relate to official City business. The employee shall not use such space for posting abusive, inflammatory or partisan political material. All materials which are posted by the employee must be signed and dated by such employee prior to posting, and bear the approval of the Department Head or his designee.

Section 13.2 Delegation

Employees shall not be required or directed to delegate nursing activities to other personnel inconsistent with recognized standards of professional practice and/or the Illinois Nursing Act and the Rules for its Administration.

Section 13.3 Performance Evaluations

As part of the evaluation process, the 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. During the discussion each employee shall receive a legible copy of the performance appraisal, signed by the supervisor and the employee. The 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. Both the evaluation and the rebuttal shall be retained in the employee's personnel file.

Section 13.4 Prohibition Against Discrimination

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

(b) Grievances by employees alleging violations of Section 13.4(a) 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 13.5 Reasonable Accommodation

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans with Disabilities Act ("ADA"), or such an accommodation is otherwise contemplated by the Employer, the Employer, the employee and/or the Union will meet to discuss the matter. If the Employer, the employee and the Union reach agreement, such agreement shall be binding on the Employer, the Union and all employees.

In the event a grievance is filed over any action or inaction by the Employer, and the Employer claims that such action or inaction was based on the Employer's obligations under the ADA, the arbitrator shall take the Employer's obligations under the ADA, the Union's obligations under the ADA, as well as the provisions of Section 13.4 (non-discrimination) of this Agreement when rendering his or her decision.

Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee.

It is the intent of the parties that reasonable accommodations adopted by the Employer conform to the requirements of the Agreement to the extent practicable. In the event of a conflict between this Agreement, any agreement or settlement hereunder or arbitration award and any decision of any agency or court of competent jurisdiction finding a violation of the ADA, such decision shall take precedence over the Agreement, and agreement or settlement hereunder or arbitration award.

Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

Section 13.6 Health and 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.

Section 13.7 Extension of Benefits

Any improvements in holidays, vacations, sick leave for salaried employees, automobile reimbursement, group health, vision care, dental, life and accident benefits, bereavement leave 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 employees covered under this Agreement.

Section 13.8 Protocol Committee

At least one bargaining unit employee will serve on each protocol committee involving nursing practice. The Union will encourage bargaining unit employees to volunteer to serve on a protocol committee.

ARTICLE XIV

DRUG AND ALCOHOL PROGRAM

Section 14.1 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.

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 14.2 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 14.3 Disciplinary Action

(a) All employees are expected to 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 on duty 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. All documentation concerning the decision to perform a drug or alcohol test and the test results themselves shall be kept confidential pursuant to the terms of Section 4(j) herein. 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 14.4 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 following the end of an in-patient rehabilitation program or one year and 30 days after the initial counseling session.

(iv) as may be required by the terms of an agreement (such as, an intergovernmental agreement or the like) or grant program.

(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 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 Human Resources 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 14.3 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 Human Resources, 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 Human Resources, except as such disclosure may be required by this policy, law or ordinance. Such information shall be regarded as confidential and shall be used by the Employer in accordance with the provisions of this Article.

Section 14.5 Employee Assistance Program

The parties to this Agreement recognize that impairment due to drug and alcohol abuse can be an illness which should be treated. Accordingly, 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 XV
COMPLETE AGREEMENT, WAIVER AND SEPARABILITY

Section 15.1 Complete Agreement

This Agreement represents the sole and complete Agreement between the parties.

Section 15.2 Waiver

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. The parties expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this Agreement, to bargain collectively with respect to any subject matter concerning wages, hours or conditions of employment referred to or covered in this Agreement, or discarded during the negotiations, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.

Section 15.3 Modifications

After this Agreement has been executed, no provision may be altered or modified during the term of the Agreement except by mutual consent in writing between the Employer and the Union, and only at a conference called for such purpose by the parties and ratified by their respective organizations. All such alterations or modifications shall be executed with the same formality as this Agreement.

Section 15.4 Separability

Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by decree of a court of competent jurisdiction, only that portion of the Agreement shall become null and void, and the remainder shall remain in full force and effect in accordance with its terms.

ARTICLE XVI

TERM OF AGREEMENT

Section 16.1 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, and shall remain in effect through 11:59 p.m. on June 30, ~~2017~~ 2022, subject to the terms of Sections 16.2 and 16.3 of this Article. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) 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.

Section 16.2 Health Plan Reopener

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

(a) 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;

(b) 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 ("LMCC"), as defined below:

1. 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.
2. 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.

3. 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 the 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 IV no later than June 30, 2011.

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 IV. 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.

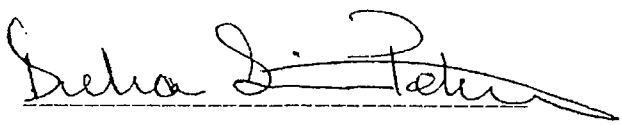
IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representatives, has executed this document on the date set forth below:

FOR THE CITY OF CHICAGO:

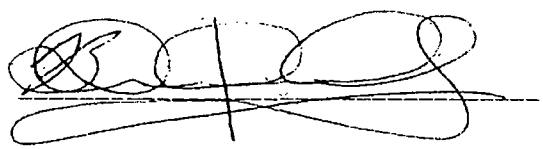
_____

Date:_____

FOR THE UNION:



Date: 4/30/18



Date: 4/30/18