



City of Chicago



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Sponsor(s):	Lightfoot (Mayor)
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Title:	Collective Bargaining Agreement with International Brotherhood of Teamsters, Teamsters Local Union No. 700
Committee(s) Assignment:	Committee on Workforce Development

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OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

October 7, 2020

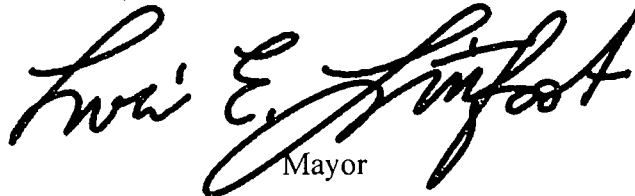
TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Corporation Counsel and the Budget Director, I transmit herewith an ordinance authorizing the execution of a collective bargaining agreement with Teamsters Local 700.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,


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. 700.

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 LOCAL UNION NO. 700

July 1, 201~~27~~²² – June 30, 201~~7~~²²

Ratified by City Council effective _____, ~~2015~~ 2020

AGREEMENT

This 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. 700 ("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 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the Supervising Police Communications Operator ("SPCO") job classification. The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee," as used herein, refers to City employees in the SPCO job classification, unless otherwise specified herein.

ARTICLE 2 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 Employer. 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 for just cause; and
- n. to add to, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and 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 review, provided that none of these rights is exercised contrary to or inconsistent with other terms of this Agreement or law.

ARTICLE 3

NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

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

Section 3.2 No Discrimination

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

Section 3.3 Grievances by Employees

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

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the Union. The provisions of Article 12 (Grievance and Arbitration) of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4

WAGES AND ALLOWANCES

Section 4.1 Wages

Effective on the following dates, the City will implement the following wage increases for all employees:

Effective 1/1/~~13~~ **18** ~~1.25%~~ **2.0%**

Effective 1/1/~~14~~ **19** ~~1.25%~~ **2.25%**

Effective 1/1/~~15~~ **20** ~~1.25%~~ **2.0%**

Effective 1/1/~~16~~ **21** ~~1.5%~~ **2.25%**

Effective 1/1/~~17~~ **22** ~~1.5%~~ **2.00%**

Agreement expires on June 30, 20**17** **22**.

Section 4.2 Pay Disputes

- (a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.
- (b) In the event an employee's paycheck, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage, provided the employee promptly notifies the Department's timekeeper in writing. Any claims by an employee that the employee was not properly paid are subject to Article 12 of this Agreement. In addition, and in order to expedite resolution of any such claims, employees shall promptly submit all such claims to the Department timekeeper on the "Employee Payroll Inquiry Form" attached to this Agreement as Appendix A. The employee's submission of such Form shall toll the period for further processing of the grievance filed by the Union with respect to that claim until such time as the Employer

has investigated the claim and provided the employee with a final response. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds \$100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the City's next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's complaint. Shortages less than \$100.00 will be added to the employee's next regular paycheck.

Section 4.3 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 \$450 per month. Effective February 1, 2009, or the final date of ratification of this Agreement, whichever date is later, the maximum reimbursement will increase to \$550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest \$5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 4.3.

Section 4.4 Reporting Pay

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

Section 4.5 Call-in

Employees called in to the Employer's work site for work outside their regular working hours, including for meetings at which attendance of the employee is required, shall receive ~~compensatory time~~ **cash payment** at their regular straight time rate of pay, on an hour for hour basis, computed on the basis of completed fifteen (15) minute segments, with a minimum of two (2) hours of straight time ~~compensatory time~~. This section shall apply only to situations where an employee is called in to work during hours which are outside of the employee's scheduled work shift, and shall not refer to any situation where the employee is called in to work, or required to stay at work, during periods which are contiguous to his/her scheduled work shift. **Notwithstanding the foregoing, employees who are required to work outside of their regular working hours for training shall be compensated at one and one-half (1.5) times the employee's hourly regular rate of pay in the form of cash for all time spent at training that is beyond forty (40) hours in the applicable work week.**

Section 4.6 Work Outside of Scheduled Workweek

Where an employee worked his or her full scheduled workweek, and was required to work additional hours (a) before the employee's scheduled start time, or

7

after the employee's scheduled quitting time, on any work day during that workweek; or (b) on the employee's scheduled day(s) off at the end of that workweek; the employee shall be compensated for such additional hours worked at one and one-half (1.5) times the employee's regular rate of pay, computed on the basis of completed fifteen (15) minute segments.

Where employees are required to work on their days off, work on the second regularly scheduled day off shall be paid for at two (2) times the regular hourly rate of pay for all hours worked on such second day off, provided that the employee worked his/her full scheduled work week, and provided further that the employee also must have actually worked on his/her first regularly scheduled day off.

Solely for the purpose of determining whether the employee worked his or her full scheduled workweek within the meaning of this section, hours "worked" shall be deemed to include all hours actually worked, as well as the following types of absences, but only where such absence was excused by the Employer: paid Holidays and personal days; scheduled vacation days; scheduled compensatory time; paid sick leave; and paid time off under Sections 17.6, 17.7 and 17.8 of this Agreement. No other absence from work shall be considered hours "worked" for purposes of application of this section. No time compensated under the terms of Section 4.5 of this Agreement shall be considered for any purpose under this section.

Section 4.7 Use of Compensatory Time

All overtime earned under Section 4.6 shall be compensated in the form of cash, ~~unless the employee elects to be compensated in the form of compensatory time at the time the overtime is earned. Notice of said election must be provided by the employee to the Employer's designated representative by no later than the first regular workday following the date on which the overtime was earned.~~ Use of compensatory time shall be subject to the operational and scheduling needs of the Employer. All accumulated compensatory time which has not been used or scheduled by ~~October 16~~ June 1 in any calendar year will be paid to employees in the form of cash, **provided, however, that any employee who so elects may retain up to one hundred**

and sixty (160) hours of accumulated compensatory time. All compensatory time which employees have accumulated as of the date of ratification of this Agreement in excess of 160 hours shall be paid to employees in the form of cash within thirty (30) days following the date of ratification of this Agreement, and thereafter on June 1 of each calendar year at their then current rate of pay.

Section 4.8 Acting Up

The Employer may assign employees to perform, and be held accountable for, substantially all of the duties and responsibilities of a higher rated job classification not covered by this Agreement. Such assignments will be equitably rotated among eligible employees assigned to the affected shift, in accordance with the Employer's protocols for such assignments. Employees shall have no right to refuse to accept such assignments. For each such assignment that continues through an entire shift, the employee will ~~be credited~~ **with receive** two (2) hours of ~~compensatory time pay~~ **at his or her regular rate of pay, unless the employee elects to be compensated in the form of compensatory time. Notice of said election must be provided by the employee to the Employer's designated representative by no later than the end of the assigned affected shift.**

ARTICLE 5

HOURS OF WORK

Section 5.1 Hours of Work

This article shall not be construed as a guarantee of work or hours for any day or week.

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 forty (40) hours worked, with two (2) consecutive days off, in accordance with current practices.

The normal workday for employees shall consist of eight ~~(8)~~ **and one-half (8.5)** hours worked per day, **including an unpaid meal period of thirty (30) minutes and one (1) fifteen (15) minute rest period**. Current watch schedules are as follows: 8:30 p.m. - 5:00 a.m.; 4:30 a.m. - 1:00 p.m.; and 12:30 p.m. - 9:00 p.m.

Before implementing any changes to the normal workweek, the normal workday, or current watch schedules, the Employer will notify the Union. Except in emergencies, at least ten (10) calendar days advance notice of any such changes shall be given to employees and the Union. If so requested by the Union, the Employer will meet with the Union to discuss such changes. Nothing in this Article shall be construed as precluding the Employer from temporarily changing an employee's work day or workweek schedule for any given work day or workweek based on operational needs, without advance notice to the Union, subject to the terms of Section 5.2 of this Agreement. Nor shall anything in this Article be construed as precluding the Union and the Employer from agreeing to meet and discuss any changes to the normal workweek, the normal workday, and/or current watch schedules that may be proposed by the Union during the term of this Agreement.

Section 5.2 Change of Day Off

Regular days off for employees covered by this Agreement may be changed to meet the needs of the Employer. When there is an operational need to change days off, the Employer shall first seek volunteers. If there are not enough volunteers, the Employer will change an employee's day off by seniority, the least senior employee first.

ARTICLE 6

HOLIDAYS

Section 6.1 Full-Time Salaried Employees

Full-time salaried employees shall receive the following days off without any change in their regular salary, provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission will not be unreasonably denied:

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

In addition to the foregoing twelve (12) paid holidays, employees shall receive one (1) personal day, which may be scheduled in accordance with the procedures for vacation selection set forth in Section 7.2 below. An employee shall not be required to schedule said personal day in the vacation selection period. If an employee elects not to schedule said personal day as provided above, the employee may request his/her Department to use said personal day. If an employee is required to work on a scheduled personal day by the Employer, the employee shall be entitled to holiday pay pursuant to Section 6.2.

Section 6.2 Holiday Observance

Except for employees whose regularly scheduled work week includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holidays; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled work week includes Saturday or Sunday said holiday will be observed on that day.

When said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the Department Head, providing the employee works the full scheduled work day immediately preceding and following such vacation period, unless such absence is excused by the Employer.

Employees who are required to work a regular tour of duty on an established holiday shall receive ~~compensatory time pay~~ at one and one-half (1.5) times their regular straight time rate of pay for each hour worked on each such holiday, **unless the employee elects to be compensated in the form of compensatory time. Notice of said election must be provided by the employee to the Employer's designated representative by no later than the end of the tour of duty on the holiday at issue.**

Employees whose regular day off coincides with an established holiday shall be granted another day off for each such holiday, without any change in their regular salary, at a time mutually agreed between the employee and the Department Head.

Where the Employer determines that operational needs allow for the grant of a holiday off for an employee who would otherwise have been scheduled to work, said holiday off will be granted to an employee who has submitted a request for the holiday off at least twenty-four (24) hours in advance. Holidays off under this paragraph will be subject to rotation from a

seniority list for each watch. An employee whose request is granted will be rotated to the bottom of the list.

Section 6.3 Determining Work Days as Holidays

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

Section 6.4 Failure to Report to Work on a Scheduled Holiday

If an employee is scheduled to work on a Holiday and fails to report 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.

ARTICLE 7 VACATIONS

Section 7.1

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

Continuous	
<u>Service Prior to July 1</u>	<u>Vacation</u>
Less than 6 years	13 days
6 or more, but less than 14 years	18 days

14 or more years 23 days

After 24 years 24 days

After 25 years 25 days

(b) Pro Rata Vacations

An employee shall be eligible for pro rata vacation if:

- (i) The employee did not have 12 months of continuous service in the preceding calendar and is on the payroll as of January 1 of the current calendar year; or
- (ii) The employee was separated from employment, other than for just cause, during a calendar year in which the employee did not have 12 months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full time employee worked in the previous/current calendar year, whichever is applicable, by twelve (12); the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible. Any fraction is rounded off to the nearest whole number of days. Part time employees who work at least 80 hours per month earn vacation on a pro-rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

(c) Retention of Eligibility

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. Employees on Duty Disability shall retain any vacation leave earned prior to being placed on Duty Disability leave, together with all vacation time earned during the period of Duty Disability for the twelve (12) months following the date on which the person became disabled, and shall be entitled to use such vacation time within twelve (12) months following their return to work.

(d) Employees who are terminated for cause shall not be entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of thirty (30) days or engaged in conduct in violation of Article 13 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled. **An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation.**

(e) Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.2 Vacation Selection

Vacation shall be selected by seniority, provided that the Employer shall have the right to determine the number of employees who can be on vacation at any one time which will not hinder the operation of the Employer. Prior to determining which vacation requests will be granted, the Employer will take staffing levels into consideration. Vacations may, at the Employees request, subject to the operational and scheduling requirements of the Department, be split into two relatively equal segments. Such requests shall not be unreasonably denied. Shift/watch selection

will occur prior to vacation selections within each shift/watch. Vacation selection shall be completed by December 15 of each year. An employee will not be denied a vacation request based solely on Communications Operations Manager ("Watch Manager") staffing; provided, however, that such a request may be denied in the event that there is not at least one Watch Manager or employee who is eligible and available to act as a Watch Manager assigned to that watch and available for duty for the vacation segment in question.

ARTICLE 8 CONTINUOUS SERVICE

Section 8.1 Continuous Service

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

- (a) An approved, unpaid leave of absence of thirty (30) days or less or layoff of forty (40) days or less;
- (b) An absence where the employee is adjudged eligible for duty disability compensation;
- (c) An approved Family and Medical Leave of absence;
- (d) An approved medical leave of absence of one year or less; or

- (e) An approved personal leave of absence of one year or less.

Section 8.2 Interruption in Service

Employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, unpaid leaves of absence for more than thirty (30) days, layoff for more than forty (40) days, or for any other unpaid leave or other interruption in service not specifically referenced in Section 8.1 above.

Section 8.3 Break In Service

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

- (a) quits or resigns;
- (b) is discharged for cause;
- (c) retires;
- (d) is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative, unless circumstances preclude the employee, or someone in the employee's behalf, from giving such notice;
- (e) does not actively work for the Employer for 12 months for any reason except military service, approved Union or medical leave of absence, or duty disability leave;
- (f) is on layoff for more than twelve (12) consecutive months where the employee has less than five (5) years of service at the time the layoff began;
- (g) is on layoff for more than two (2) years if the employee has five (5)

years of service or more at the time the layoff began.

Section 8.4 Seniority

For all purposes under this Agreement, the word "seniority" shall mean the employee's continuous service in his or her current job classification ("time in title"), except only where specifically defined otherwise. In the event two (2) or more employees have the same seniority date, the employee with the greater continuous service in all job classifications held in the Department shall be considered the more senior. In the event two (2) or more employees have both the same seniority date and the same length of continuous service in all job classifications held in the Department, a one-time lottery shall be conducted to break the seniority tie.

Section 8.5 Probationary Employment

New employees will be regarded as probationary employees for the first ~~six (6)~~ **twelve (12)** months of their employment and will receive no seniority or continuous service credit during such probationary period. Any period of absence from work in excess of ten (10) working days, or the first sixty (60) days of any time spent in required training courses, shall extend the probationary period of time equal to the absence or the first sixty (60) days of the training period. Probationary employees continuing in the service of the Employer after ~~six (6)~~ **twelve (12)** months shall be career service employees and shall have their seniority 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 year from the employee's termination, and said former employee had served ~~ninety (90)~~ **one hundred and eighty (180)** days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served ~~ninety (90)~~ **one hundred and eighty**

(180) days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.3 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement; provided, however, that probationary employees who already receive dental and/or vision insurance at the time they become probationary employees will retain those benefits during the probationary period. Probationary employees shall be compensated at the same rate as career service employees.

Section 8.6 Watch Assignments

Not later than the first day of December each year, the Employer will provide all employees the opportunity to bid for watch schedule assignments for the following calendar year. Watch schedule assignments will be made in seniority order, with the preferences of the most senior employees honored first. If there are insufficient bids for any watch schedules, assignments to those schedules will be made in reverse seniority order.

When a mandatory change of watch is made by the Employer, reasonable advance notice will be given to the employee. Employee seniority shall be considered when making such watch changes.

Section 8.7 Filling of Permanent Vacancies

(a) The Employer shall determine if there is a permanent vacancy to be filled and at any time before said vacancy is filled whether or not said vacancy shall be filled.

(b) Employees within a department in the same job classification who desire a change in shift or day off group shall request such change in writing on the Employer's form at any time for the remainder of the calendar year. An employee may make no more than one request at a time. When an employee request is executed the employee may not submit another request for six (6) months from the date the transfer is effected. Following a request from the Union, the Employer shall provide to the Union copies of any transfer requests on file.

(c) Prior to filling any permanent vacancy in the bargaining unit, the Employer shall select the most senior employee in the job classification in the department who has such a request on file, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation. The Employer shall give the Union a list of newly transferred employees by department once a month.

Section 8.8 Detailing

(a) Detailing is the temporary transfer of an employee to a work assignment within his/her job classification on a different shift or watch or day off group. The Employer shall notify employees of the requirements for said detailing.

(b) Where any detail is expected to last more than fourteen (14) days, the terms of this Section 8.7(b) shall apply. The Employer shall seek volunteers among the employees who have the then present ability to perform the work required without further training. If there are more volunteers than there are assignments, selections shall be made on the basis of seniority. If there are insufficient volunteers, the Employer shall assign the detailing by reverse

seniority, starting with the least senior first, and attempt to rotate such assignments within each calendar year. In all cases, the employee selected must have the then present ability to perform the work required without further training. The employee's supervisor may, within his/her discretion, accept an employee's refusal to be detailed, provided that such acceptance shall not be unreasonably denied. Thirty (30) days' advance notice of detailing shall be given to the employees if the need to detail is known; otherwise, as soon as reasonably possible.

(c) No detail shall last more than ninety (90) days, absent the agreement of the Union.

ARTICLE 9

GROUP HEALTH AND CONTRIBUTIONS

Section 9.1 Group Health and Contributions

The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life (\$25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, and subject to Section 9.2 below.

Employees who participate in the Employer medical plan or an HMO shall make the following contributions toward 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.

Effective January 1, 2021, prescription drug benefits shall be subject to an annual deductible of \$75 per household.

Section 9.2 Joint Labor Management Cooperation Committee on Health Care

(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 B.

(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-Chair 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.

Section 9.3 Self Insurance Plans

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

Section 9.4 Disputes

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

Section 9.5 HMO

Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. The employee's option of selection an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary, subject to Section 9.2 above.

Section 9.6 Dual Coverage

Where both husband and wife or other family members eligible under one (1) family coverage are employed by the Employer, the Employer shall pay for only one (1) family insurance or family health plan.

Section 9.7—Plan Design

Beginning no later than 2020, members of the Teamsters 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 bargaining unit shall be subject to such changes at the same time as the rest of the LMCC.

Section 9.8—Deferred Compensation

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

- a. January 1, 2020—up to \$250 per year
- b. January 1, 2021—up to \$250 per year
- c. January 1, 2022—up to \$500 per year

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1 - 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. 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 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that employees, as a condition precedent to payment, deposit her/his 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, 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 10.3 Jury Duty Leave/Subpoena

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

Section 10.4 Sick Leave

Each salaried paid employee shall receive sick leave with pay for periods not exceeding twelve (12) working days in the aggregate during each calendar year. Each such employee appointed after January 1 of the calendar year shall be allowed sick leave at the rate of one day for each month of employment through December 31 of that year. **Sick leave may be used in accordance with the City of Chicago Personnel Rules, Rule XXVIII.**

Sick leave credit shall accrue to a maximum of 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.

Employees shall be credited with one (1) day of paid sick leave on the first day of each month. In the event an employee, or a member of 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

advance to said employee up to the full amount of sick time the employee would normally be credited with for the remainder of that calendar year, **subject to reimbursement on a case-by-case basis**. 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 advance to said employee up to the full amount of sick time the employee would normally be credited with for the remainder of that calendar year, **subject to reimbursement on a case-by case basis**. The Employer reserves the right to require an employee to provide documentation that a serious illness which would qualify for family and medical leave under the FMLA exists. **Immediate family or immediate family members are defined in the City of Chicago Personnel Rules, Rule XXVIII, Section 2.**

Use of sick leave as provided for in this Section shall not be detrimental to the evaluation of an employee's job performance. Employees who use sick leave as provided herein shall have their job performance evaluated on the same basis and under the same criteria as employees who have not used sick leave. Nothing herein shall preclude the Employer from delaying an employee's evaluation in the event that the time worked by the employee during the evaluation period does not provide an adequate basis for evaluation.

Nothing herein shall be construed as requiring any employee to forfeit any sick leave credit accumulated by virtue of employment with the Employer prior to the effective, date of this Agreement, up to the maximum of 200 work days.

Section 10.5 Family and Medical Leave

Bargaining unit employees who have been employed a minimum of twelve (12) months, and who have worked 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:

- (1) for the birth of an employee's child and to care for such child;
- (2) for the placement of a child with the employee for adoption or foster care;
- (3) to care for the employee's spouse, child or parent with a serious health condition; and

(4) due to a serious health condition affecting the employee.

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

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

Section 10.6 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within fourteen (14) working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

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

Section 10.7 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 leaves of absence without pay for a period of up to one (1) year for the purpose of providing necessary care, full-time supervision, custody or non-professional treatment for a member of the employee's immediate family or household under circumstances temporarily inconsistent with the employee's uninterrupted performance of his/her normal job duties, if satisfactory proof of the need for the duration of such leave is provided to the Employer. Such leaves shall be granted under the same terms and conditions as set forth above.

Section 10.8 Medical Leave

Non-probationary employees shall be granted medical leaves of absence without pay 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 procedures which shall be provided 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 medical leave of absence within one (1) year shall be reinstated to their former job, subject to layoff and recall provisions of this Agreement. If the employee returns to work after more than one (1) year on a medical leave of absence, the employee shall be returned to his/her former job if it is open. If not, the employee will be placed on a list for reinstatement.

Section 10.9 Union Leave

One (1) non-probationary employee may be granted a Union leave of absence without pay to serve on the Union staff or to be an officer of the Union, for up to two (2) years. The number and length of such leaves may be increased by mutual written agreement of the Employer and Union. Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Section 10.10 - Present Ability

All employees who return from leaves of absence shall, as a condition of their return, have the present ability to perform the required work without further training after a reasonable amount of orientation; provided that no employee will be denied reinstatement under this section solely because, due to the leave of absence, the employee was unable to participate in any training required by the Employer.

ARTICLE 11 DISCIPLINE

Section 11.1 - Discipline Procedures

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

(b) Discharges shall be governed exclusively by the Employer's Personnel Rules and Human Resources Board Rules, and shall not be subject to the grievance and arbitration provisions of Article 12 of this Agreement. An employee may be discharged for just cause before the Human Resources Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board in accordance with said Board's rules and procedures, including applicable time frames. In the event that a discharged employee appeals an adverse decision of the Human Resources Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Human Resources Board is reversed or remanded, resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fees which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Human Resources Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under Article 12 of this Agreement.

(c) Written reprimands and suspensions shall be governed exclusively by the grievance and arbitration provisions of Article 12 of this Agreement, and such disciplinary actions shall not be subject to review before the Human Resources Board.

(d) An employee who may be subject to disciplinary action for any impropriety has the right to ask for a Union representative to be present at any interrogation or hearings.

(e) The Employer within its discretion may determine whether

disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter.

(f) In cases of oral warnings, the supervisor or his/her designee shall inform the employee that he/she is receiving an oral warning and the reasons therefor. For discipline other than oral warnings, the employee's immediate supervisor or his/her designee 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 or his/her designee shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. If the employee requests the presence of a Union representative at a meeting, one will be provided, if available, who shall be given the opportunity, if the employee requests, to rebut the discipline and request further pertinent information.

Section 11.2 - Conduct of Disciplinary Investigations by the Inspector General

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 by the Inspector General will be conducted in the following manner:

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

- B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location.
- C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.
- D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.
- E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.
- F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.
- G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.
- H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that

criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

- I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.
- J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.
- K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.
- L. This Section shall not apply to employee witnesses.
- M. The identity of an employee under investigation shall not be made

available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

- N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which "protest said disciplinary action, except as provided in paragraph 0(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.
0. (1) Any evidence or information, including employee statements, that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.
- (2) (a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.
- (b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law

Department in writing not later than ten (10) calendar days before an arbitration or Human Resources Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Human Resources Board hearing shall be tolled until the arbitrator renders a decision as provided below. (2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as the parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the

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

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

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

Section 11.3 File Inspection

The Employer's personnel files and disciplinary history files relating to any employee, upon due notice, shall be open and available for inspection by the affected employee during regular business hours, except for information which the Employer deems confidential. Said files shall be made available for inspection by the affected employee by no later than fourteen (14) working days after the Employer's receipt of notice from the employee. Nothing in this Section shall be construed as in any way limiting employees' rights to access personnel files as provided under State law.

Section 11.4 Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, as provided for in Section 11.3 above, shall not be used in any manner or any forum adverse to the employee's interests.

Section 11.5 Use and Destruction of File Material

Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained, shall not be used against the employee in any future proceedings. Any record of discipline may be used as a basis for further discipline for a period of time not to exceed eighteen (18) months from the date the discipline was issued to the employee, or, in the case of a suspension, from the last date the suspension was served; provided, however, that said record of discipline may continue to be used as a basis for further discipline beyond said eighteen (18) month period if the employee is charged with at least one additional, substantially similar offense at any time within said eighteen (18) month period.

ARTICLE 12

GRIEVANCE AND ARBITRATION

Section 12.1

(a) Matters which are management rights, except as expressly abridged by a specific provision of this Agreement, any discipline of probationary and other non-Career Service employees, and all discharges shall be excluded from grievance and arbitration.

(b) Except as provided in Section 12.1(a) above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in accordance with the terms and procedures provided in this Article.

(c) There shall be no interruption of the operations of the Employer.

- (d) It is agreed that the time limitations set forth herein are of the essence, and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement. Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Section 12.2

- (a) Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in this discussion, the following procedure shall be used to adjust the grievance:
- (b) Step I - Immediate Supervisor
- A. The Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, the Union may submit the grievance in letter form, within twelve (12) calendar days of the earlier of either the affected employee or the Union having knowledge of the event which gives rise to the grievance. The Union will indicate what Section and part of the Agreement the Employer is alleged to have violated, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor.
- B. Within ten (10) calendar days of the written grievance, the immediate supervisor will notify the Union in writing of the decision.

(c) Step II

- A. If the grievance is not settled at Step 1, the Union shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) calendar days after the date of receipt of the decision by the immediate supervisor, or the date it was due under Step I. The name of the Department Head designee shall be provided to the Union.
- B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.
- C. The Department Head or the Department Head's designee will notify the Union in writing with a copy to the Union of his/her decision within seven (7) calendar days of the completion of the Step II meeting. The response to the

grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

(d) Step III - Arbitration

- A. If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated Law Department representative, setting forth the facts and specific relief requested, within ten (10) calendar days after the answer is given or due at Step II hereof.
- B. Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.
- C. Arbitrators will advise the parties of their fees and expenses prior to selection, and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

- D. An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability, including timeliness, shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved.

Section 12.3

- (a) Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- (b) If the grievance or arbitration affects more than one employee, it may be presented in the name of a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group who have been properly identified in accordance with this subsection.

- (c) Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.
- (d) Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure, or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes would be resolved more expeditiously, may be filed at the option of the Union at Step II.
- (e) The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such requests shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

ARTICLE 13

NO STRIKE OR LOCKOUT

Section 13.1 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, sympathy strike, concerted slowdown, stoppage of work, boycott, picketing, or interference with rendering of services by the Employer.

Section 13.2 Union's 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 bargaining unit employee, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all reasonable steps in good faith to end such action, the Employer agrees that the Union shall not be responsible for, and that it will not bring action against the Union to establish responsibility for such wildcat or unauthorized conduct.

Section 13.3 Discipline For Breach

The Employer in its sole discretion may terminate the employment or otherwise discipline any employee who engages in any act forbidden in this Article, subject to the grievance procedure.

Section 13.4 No Lockout

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

ARTICLE 14

DUES DEDUCTION AND FAIR SHARE

Section 14.1

- (a) Any employee covered by this Agreement who is a member of the Union on the effective date of this Agreement shall, as a condition of continuing employment, remain a member of the Union and shall tender to the Union those dues and fees uniformly required of Union members in good standing, for the life of this Agreement.

(b) The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorneys fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with all sections and subsections of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

(c) The Employer shall provide to the Union each month the name, address, classification, rate of salary and starting date of the employees in the bargaining unit.

(d) It is further agreed that thirty (30) days after the execution of this Agreement or the employee's date of hire or entry into the Bargaining Unit, whichever is later, 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 the terms and procedures to be agreed to between the Employer and each of the Unions. 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.

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

Section 14.2 Notification of Dues Change

Any change in the amount of dues or fair share fees to be deducted shall be communicated to the Employer by the Union at least fourteen (14) days prior to the effective date of said change.

ARTICLE 15 MISCELLANEOUS

Section 15.1 Job Titles

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

Section 15.2 New or Merged Job Classifications

The Employer shall promptly notify the Union within forty-five (45) days of its desire to establish a new classification or a successor title to any present classification. No title which is already in use in another bargaining unit in the City shall be used as a successor title. Where the successor titles are used to clarify employee duties within bargaining units, or where there are no changes in duties, or where the new classification or successor title involves "de minimis" changes in or additions to present duties, such new classification or successor

title shall automatically become part of this bargaining unit and shall be covered under this Agreement.

Where employees are placed by the Employer in a new classification covered by this Agreement under any of the circumstances described in the first paragraph of this Section 15.2, their seniority shall consist of all time in the new or successor title or classification, plus all time in the predecessor title or classification.

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

Section 15.3 Traditional Work

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

It is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and

materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 15.4 Jurisdictional Disputes

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

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 12 herein regarding arbitration of grievances shall apply, except that, in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

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

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 12 of this Agreement, except that the Union and the other affected union(s) shall select the arbitrator. The Employer, the Union and the other affected union(s) shall be parties to that proceeding, and shall have the right to fully participate in the hearing. During the pendency of this proceeding, the work assignment directed by the first arbitrator shall be followed by the parties. The arbitrator shall have the authority to decide only which of the two conflicting awards shall prevail. The arbitrator's decision shall be based solely upon the prior arbitration awards, the record before both prior arbitrators, and the traditional work and other relevant provisions of this Agreement and of the collective bargaining agreement of the affected union(s). No other evidence or testimony shall be admitted in that hearing. The decision of the arbitrator in this proceeding shall be final and binding upon all parties to the dispute, and none of the parties to the dispute shall seek review of that award in any other judicial or administrative forum.

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

Section 15.5 - Privatization

Before contracting out work which has been traditionally performed by SPCO's, the Employer will provide the Union with written notice at least thirty (30) days prior to the date the contractor is to begin performance of the work. Such notice shall contain the name and address of the contractor that will be performing said work, and a description of the work to be performed. Within seven (7) working days of a request by the Union, the Employer will meet with the Union to discuss the contracting out.

Section 15.6 Rules and Regulations

The Employer shall have the right to make, and from time to time change, reasonable rules and regulations, after prior notice to and discussion with the Union, and to require employees' compliance therewith after such notice to and discussion with the Union, and after notification to employees, provided that no such rule or regulation or change therein shall be contrary to or inconsistent with this Agreement or law.

Section 15.7 - Performance Evaluations

As part of the evaluation process, an employee's supervisor shall discuss the evaluation with the employee and give him/her the reasons for such evaluation and an opportunity to clarify or rebut his/her evaluation. An employee's signature will indicate only that he/she has seen the evaluation. The evaluation form shall state that it is the employee's right to place a rebuttal in his/her file if the employee so chooses.

Section 15.8 - Tuition Reimbursement

The Employer's current Tuition Reimbursement policy shall continue in effect. If the Employer proposes to initiate any changes to said policy, the Employer shall first provide the Union with written notification of such proposed changes, and, following a request from the Union, will meet and discuss the proposed changes with the Union.

Section 15.9 Deferred Compensation

The Employer's current policies with respect to deferred compensation shall continue in effect during the term of this Agreement.

Section 15.10 Safety

The Employer shall continue its efforts to provide for a safe working environment for its employees, as required by federal and state laws. Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance Procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Section 15.11 Residency

All employees covered by this Agreement shall be actual residents of the City of Chicago.

ARTICLE 16

LAYOFFS AND RE-EMPLOYMENT

Section 16.1 Notice of Layoffs

When there is an impending layoff with respect to any employee in the bargaining unit, the Employer shall notify the Union and employees to be laid off no later than fourteen (14) days prior to such layoff, except where lay offs result from a sudden emergency beyond the control of the administration of the Employer and/or as a result of action by the City Council, such notice shall be given to the Union and the employees as soon as the Employer has knowledge thereof. The Employer will provide the Union the names of all employees to be laid off prior to the layoff. Probationary employees shall be laid off first, then employees shall be laid off in accordance with their seniority, provided the employees remaining have the ability to perform the jobs needed to the satisfaction of the Employer.

Section 16.2 Hiring During Layoffs

No new employees may be hired to perform duties normally performed by a laid off employee while employees are in layoff status and eligible for recall.

Section 16.3 Layoffs and Recall

(a) The least senior employees in the affected job classification in the department shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job in the department, and provided further that the layoff does

not have a negative effect on the Employer's efforts to ensure equal employment opportunities.

(b) Employees shall be recalled in the reverse order they were laid off, provided the employee has the then present ability to perform the job to the Employer's satisfaction without further training.

(c) Employees shall retain and accumulate seniority and continuous service while on layoff, subject to the terms of Article 8 of this Agreement.

Section 16.4 Abolishment of Job Classification

If the Employer intends to abolish a job classification, the Employer shall notify the Union as soon as it is known and, upon request, meet and discuss the Employer's intention. The Employer shall advise the Union of its reasons and how, if at all, the work presently being performed by members of the unit will be performed in the future. Abolishment shall be defined as the layoff of all present members of the classification in a department or job title, or the creation of a new department or agency within the City of Chicago government.

ARTICLE 17 UNION RIGHTS

Section 17.1

The Union shall have the right and responsibility to represent the interests of all employees in the bargaining unit, to present its views to the Employer on matters of concern, either orally or in writing, and to consult and be consulted with in accordance with the terms of this Agreement and applicable law.

Section 17.2 - Right of Access

Authorized representatives of the Union shall be permitted entry to the premises of the Employer at any reasonable time for purpose of handling

grievances, observing conditions under which employees are working and to administer this Agreement consistent with the Employer's reasonable visitation rules. The Union will not abuse this right, and such right of entry shall at all times be conducted in a manner so as not to interfere with the Employer's normal operations. The Union shall be responsible for keeping the Employer continuously informed, in writing, of the names of the Union's authorized representatives, and shall notify the Employer promptly of any changes. The Employer may change or set rules of access, provided any change in practice shall be reasonable and subject to the grievance procedure.

Section 17.3 - Stewards

The Union shall be responsible for keeping the Employer continuously informed, in writing, of the names of employees designated to serve as Union stewards, and shall notify the Employer promptly of any changes. Employees acting as stewards shall not be discriminated against, nor transferred from their job classifications or departments, because of their activities on behalf of the Union. Any transfers of stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance.

Section 17.4 Bulletin Boards

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

Section 17.5 Union Meetings

The Union shall have suitable space on the Employer's premises for monthly Union meetings at a convenient work location, provided that such meetings shall not interfere with service to the public or the performance of any duties, and shall be subject to the Employer's reasonable rules for the use of its facilities.

Section 17.6 Grievance Processing

A grievant and a Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department. The grievant and the steward shall each provide reasonable advance notice to his/her immediate supervisor and request permission before using any working time to investigate and process grievances, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. If there is space available, the Employer, upon request of the Union steward, shall provide the use of a room and telephone to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities. This Section does not apply to any time spent preparing for or presenting arbitration hearings, after Step II of the grievance procedure has been completed.

Section 17.7 Negotiating Team

Up to two (2) employees designated as being on the Union's negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay to the extent necessary to allow for their attendance, provided such absence from work will not interfere with the Employer's operations.

Section 17.8 Labor- Management Committee

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, the head of the department or his/her designee shall meet quarterly with the Union representatives. Up to two (2) Union stewards may also attend such meetings, where such attendance will not interfere with the Employer's operations, and such attendance shall be without loss of pay to the extent the meeting takes place during the steward's working hours. A third Union steward may also attend such meetings, without pay, to the extent the meeting takes

place outside the Steward's working hours. Fewer or more frequent meetings may occur by mutual agreement of the parties. Requests for more frequent meetings shall not be unreasonably denied. Meetings shall be scheduled 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 to this Agreement. Each party shall prepare and submit an agenda to the other one week prior to the scheduled meeting.

Section 17.9 Activity Report

The Employer shall, on a monthly basis, provide the Union with a list of all bargaining unit employees, including each employee's name, job classification, seniority, home address, and zip code.

ARTICLE 18

DRUG AND ALCOHOL PROGRAM

Section 18.1 Policy Statement

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

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the employer has also established its confidential Employee Assistance Program for employees with personal problems, including alcohol and substance abuse,

and the parties to this Agreement urge employees who have such problems to utilize the Program's services.

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

Section 18.2 Definitions

(a) Alcohol: Ethyl alcohol

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

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

(d) Employer: 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.

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

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

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

Section 18.3 Disciplinary Action

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

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

- (i) test positive for drug and/or alcohol use;
- (ii) refuse to cooperate with testing procedures;
- (iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;
- (iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or

drug paraphernalia, on the Employer's premises.

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

Section 18.4 Drug and Alcohol Testing

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

- (i) a test may be administered in the event that two superiors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.
- (ii) a test may be required if an employee is involved in a workplace accident or fighting;
- (iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period.

(b) Employees to be tested will be required to sign a consent form and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, he or she will be subject to termination.

(c) Drug and alcohol testing will be conducted by an independent laboratory accredited by the United States Department of Health and Human Services ("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 Substance Abuse and Mental Health Services Administration (SAMSA) guidelines for federal workplace drug testing programs, dated June 9, 1994 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

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

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

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

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner will inform the applicable department head of any employee who tests positive for alcohol or drugs, who in turn will initiate disciplinary proceeding under Section 18.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. Any employee

whose test result is positive may elect, at his or her expense, to be retested by the same or other laboratory satisfactory to the Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. Positive results of said retesting shall be conclusive as to the presence of alcohol or drugs. The failure to take a sufficient sample, or to preserve such sample, to allow for retesting, shall not affect the removal from eligibility of an applicant or personnel action, including discharge, or any employee.

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

Section 18.5 Employee Assistance Program

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter and may participate if they wish in the voluntary Employee Assistance Program.

ARTICLE 19

WAIVER AND SEPARABILITY

Section 19.1 Complete Agreement/Waiver

This Agreement constitutes the entire Contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The 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 19.2 Separability

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance, now existing or subsequently enacted, or by decree of a court of competent jurisdiction, only that portion of the Agreement shall be come null and void, and the remainder shall remain in full force and effect in accordance with its terms. The parties shall meet relating to the repeal of any such provision.

ARTICLE 20

TERM OF AGREEMENT

Section 20.1 Term of Agreement

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

This Agreement shall be effective 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, subject to the terms of Sections 20.2 and 20.3 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. It is further agreed that in the event the City of Chicago agrees to or authorizes additional vacation, holidays or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Section 20.2 Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 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 9 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 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

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:

FOR THE UNION:
