Legislation Details (With Text)

File #:	O2018-8005		
Type:	Ordinance	**Status:**	Passed
File created:	10/31/2018	**In control:**	City Council
		Final action:	10/31/2018
Title:	Collective bargaining agreement with American Federation of State, County and Municipal Employees Council 31		
Sponsors:	Dept./Agency		
Indexes:	Collective Bargaining		
Attachments:	1. O2018-8005.pdf		

Date	Ver.	Action By	Action	Result
10/31/2018	1	City Council	Passed	Pass
10/23/2018	1	Committee on Workforce Development and Audit	Direct Introduction	

ORDINANCE

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

SECTION 1. The City Council hereby approves an agreement between the City of Chicago and the American Federation of State, County and Municipal Employees Council 31, substantially in the form attached hereto as Exhibit A. The Mayor is authorized to execute that agreement.

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

AGREEMENT

This Agreement is entered into this day of , 2018, by and between THE CITY OF CHICAGO, an Illinois municipal corporation, and the City Treasurer, and the City Clerk, joint Employer, (hereinafter called "Employer"), and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 31, (hereinafter called "Union").

It is the purpose of this Agreement to promote harmonious relations between the Employer and the Union, to establish a peaceful procedure for the resolution of differences, and to establish the rates of pay, hours of work and other conditions of employment.

ARTICLE 1 - RECOGNITION

Section 1.1 - Recognition

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and all other terms and conditions of employment for all employees employed by the Employer in job classifications listed in Schedules 1, 2, 3 and 4 attached.

Should the parties agree that other titles appropriately belong in an AFSCME represented bargaining unit, they shall jointly stipulate to an amendment or clarification of the unit(s) involved, even if there are no incumbents in the title at the time. Such stipulation shall be filed with the Labor Relations Board in accordance with its procedures. Should the Union seek to represent any'title(s) requiring a demonstration of majority support, and there are no unresolved issues as to employee status, such support shall be demonstrated in accordance with the Labor Relations Board procedures for voluntary recognition.

It is the policy of the Employer to support its employees' legal right to freely choose whether or nol to be represented by a union.

Section 1.2 - Unit Work

The Employer will assign bargaining unit work to bargaining unit employees only, except where the Employer finds that it is not otherwise practical to use a unit employee, the Employer may use non-unit employees to do unit work in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, or where employees fail to report to work because of vacations, or other absences or tardiness, or for personal reasons during the course ofthe day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment.

As a further exception, where employees who are not in a unit covered by this Agreement have in the past performed unit work or have performed work which is subsequently (after July 1, 1996) assigned to

bargaining unit employees, they may continue to do so unless it limits an employee's promotional opportunities within the bargaining unit, eliminates a unit position, lowers an employee's classification, or reduces the number of unit positions; provided that, said employees who are not part of a bargaining unit represented by another union and whose positions were not performing what is presently unit work prior to February 13, 1986, who for more than sixty (60) days continually perform unit work a majority of their time shall either have their position accredited to the unit or be placed in the proper classification within the unit. Nothing herein shall preclude the accretion of positions by mutual agreement or pursuant to the procedures of the ILLRB.

The Employer shall notify the Union when it uses positions designated in the budget for bargaining unit titles for titles outside the bargaining unit, which notice shall include the name and title of the individual(s) placed in such positions.

Nothing in this Section shall limit the Employer from subcontracting work to non-employees, except as this inherent right may be subject to specific limitations, if any, in this Agreement.

ARTICLE 2-MANAGEMENT RIGHTS Section 2.1 -

Management Rights

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

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

Section 2.2 - Work Standards

The Employer has the right to establish and revise reasonable work productivity measurement standards. Prior to changing such standards or implementing new standards, the Employer will notify the Union of such standards in writing, and upon request ofthe Union, shall meet to discuss such standards. In departments where work productivity measurement standards exist, copies shall be provided to employees and to the Union. Section 2.3 - Rules of Conduct

When the Employer proposes lo initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline or harm, the Employer shall transmit a copy ofthe proposed changes or additions lo the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

ARTICLE 3 - UNION RIGHTS Section 3.1 -

Exclusive Bargaining Agent

The Employer shall not negotiate with employees to change the employee's wages, hours or working conditions set forth in this Agreement, except if the Union agrees. The Employer shall not meet, discuss, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to wages, hours or working conditions of the employees covered by this Agreement.

356161.1

Section 3.2 - Right of Access

Duly authorized officials ofthe Union will be permitted to enter Employer facilities at any reasonable time for purposes of handling grievances, observing conditions under which employees are working, or attending meetings mandated or permitted by this Agreement.

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

Any time off with pay provided for under this Article shall be at the employee's

appropriate rate of pay as though the employee were working. Section 3.3

- Bulletin Boards

The Employer shall provide bulletin'boards or space on bulletin boards at each Employer physical site, the number, size and location to be mutually agreed to by the Employer and the Union. The said bulletin boards or space shall be for the sole and exclusive use of the Union for Union business. Posted material shall not be abusive, inflammatory or partisanly political in nature and shall be signed and dated prior to posting. Section 3.4 - Distribution of Literature

Distribution of Union literature only shall be permitted in non-work areas where city business is not conducted with members of the public during the non-work time ofthe employee who is distributing and the employee who is receiving the literature. In addition, distribution

shall be permitted which docs not interfere with the work of other employees or the business of the public.

Section 3.5 - Conference Rooms

The Employer agrees to make available conference and meeting rooms for Union meetings upon request of a Union representative, subject to the Employer's reasonable rules relating to the Union's use of its facilities. Section 3.6 - Pay for Meetings

Effective as of the date of this Agreement, Employees shall be allowed time off with pay at the employee's regular rate of pay for certified stewards training, to attend meetings if agreed to by the Employer, scheduled by the Employer or mandated by this Agreement. Employees, including Union representatives, shall obtain the prior approval of his/her supervisor, or that supervisor's designee, before using any paid City time for such meetings. Employees are expected to communicate any request for such approval as far in advance as is reasonably possible under the circumstances. Such approval will not unreasonably be denied.

The Union shall be permitted one (1) hour to present Union orientation on~~ee every calendar quarter on paid time for those employees hired during the previous calendar quarter~~ to newly hired employees in each Department. The orientation shall be scheduled within a reasonable period of time after each such employee is hired, not to exceed one (1) month after their start date, and at a specific date and time to be set by mutual agreement of the employees' Department and the Union, and without loss of pay to the employee. Prior to such scheduled meeting, the Department shall cooperate with the Union in transmitting to new employees any such materials as the Union may require to facilitate Union orientation. Where new employee orientation or other

training sessions are held by the Department, Union

orientation may. 'by-mutual-agreement at the discretion of the Department in consultation with the Union, be scheduled in connection with such sessions. The Union shall limit the number of Local Union representatives on paid time in such orientations lo no more than two (2) such representatives.

Section 3.7 - Time Off For Union Activities

Local Union representatives shall be allowed time off without pay for legitimate Union business, such as Union meetings, Committee and/or Board meetings, training sessions, or conferences. Nothing shall prevent an employee from using any accumulated time to cover such absences.

Requests for such time off shall be granted unless an employee's absence would interfere with the operating needs of the Employer, provided that, such requests shall not be unreasonably denied. The employee may, with the written consent of the supervisor, adjust the employee's schedule to permit such attendance.

The Employer agrees to meet with Union representatives, including an agreed-upon number of employees covered by this Agreement, at reasonable mutually-agreed times to negotiate a subsequent Collective Bargaining Agreement. The names of the designated representatives shall be certified to the Employer in writing by the Union. Employees attending the meeting shall participate without loss of pay.

A reasonable number of elected delegates, up to 35, will be permitted to attend a State or National AFSCME Convention once each year without loss in pay for the time spent en route to and from, and attending, the Convention, up to two (2) days for State Conventions and up to five

(5) days for National Conventions. Such time off shall not be detrimental in any way to the employee's record.

Section 3.8-Union Meetings

The City and the Union will work cooperatively to facilitate voluntary meetings on non-work time on Citv premises when requested and operations permitting between the Union and employees concerning issues of relevance to the Union's representation of those employees. The parties agree that employees who participate in these meetings shall not be on compensable time, and anv Union representative attending such meetings may exercise the right to attend pursuant to the provisions of Section 3.7.

ARTICLE 4 - JOINT COMMITTEES Section 4.1 -

Labor/Management

For the purpose of maintaining communications between Labor and Management in order to cooperatively discuss and solve problems of mutual concern, the head of each Department or his/her Designee shall meet quarterly with the appropriate Union committee representing the Bargaining Unit. Less or more frequent meetings may occur by mutual agreement of the parties. Requests for more frequent meetings shall not be unreasonably denied. Meetings shall be scheduled at a time, place and date mutually agreed upon with due regard for the efficient operation of the Employer's business.

The parties may discuss any subject of mutual concern, except for grievances and changes in this Agreement. Each party shall prepare and submit an agenda to the other one (1) week prior to the scheduled meeting. Minutes shall be taken and forwarded to the parties. These meetings may be attended by a reasonable number of representatives from each parly, the

Relations.

The City of ChicagOrD^partn~~icrit of Personnel,~~ shall meet with the Union at least once every six (6) months lo discuss any subject of mutual concern, except for grievances and changes in this Agreement. More frequent meetings may be held upon mutual agreement between the parties. These meetings shall be scheduled at a time, place and date mutually agreed upon and may be attended by a reasonable number of representatives from each party, the number of which shall be mutually agreed to by the parties.

Among the items for discussion at the request of cither party at depa-r-tmentfl4-Labor-Management meetings are the following:

1. Work Location definition for detailing
2. Union Orientations
3. Flex-time
4. Schedules
5. Special Committees ,
6. Payment or Provision of Uniforms
7. Impact on Staff Reductions

8; Grievance processes and procedures.

Any Agreements recommended shall be reduced to writing and shall be submitted for approval to the Department of Personnel, Director of Labor Relations and AFSCME Council 31.

A request by the Union to the affected department to discuss the impact of a staff reduction on a particular worksite(s) shall be considered reasonable and a meeting to discuss such reductions shall be held within live (5) working days of said request.

356161.1

Tl is the further understanding of the parties that discussion of the addition and replacement of VDT

work stations to conform with the provisions set forth in the collective bargaining agreement will take place at departmental labor-management and health and safety committee meetings.

Further, information regarding work stations not meeting such provisions will be forwarded to City-wide labor-management and health and safety committees which will endeavor to set a timetable for expeditious replacement. Section 4.2 - Health and Safety

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

Employees may submit health and safety complaints to the applicable committee. A majority of the Committee may recommend remedial action. If health and safety problems are not resolved by the Department Committee, they may be referred to a City-wide committee for consideration. Any City-wide committee shall have an equal number of Union and Employer representatives and shall include the Commissioner of General Services and the Director of Labor Relations. Section 4.3 - Day Care

A Day-Care Committee composed of a mutually agreed upon equal number of Union and Employer representatives shall meet upon the request of cither party lo study the feasibility of establishing Day Care Centers for the dependents of employees ofthe Employer. Section 4.4 - Job Evaluation

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

9 representatives designated by the Employer.

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

a) Career ladders which will enhance promotional opportunities;

b) Possibilities for semi-automatic progression between job titles;

c) Employer conducted and/or sponsored training programs which enhance career development; and

d) The salary grade placements of job classifications based upon the responsibility involved, the education and/or experience required, and the working conditions.

e) The Avant Job Series groupings based upon changes in job requirements and skills e.g. the ongoing computerization of clerical jobs.

f) Existing job performance evaluation systems

The Committee shall make its advisory recommendations in writing to the Employer and the Union within ninety (90) days from the date ofthe first committee meeting. Section 4.5 - Quality of Public Services Committee

356161.1

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

A joint committee, comprised of three individuals selected by the Employer and six bargaining unit employees and Union staff selected by the Union, is hereby established with the responsibility of studying and recommending proposals to improve the quality of public services and the quality of union-management relationships. The Committee shall address means of accomplishing its goals through activities including but

not limited to the following:

a. Establishing guidelines for quality of public service projects involving bargaining unit employees

b. Conducting research

c. Undertaking demonstration projects

d. Utilizing joint labor-management training programs

e. Suggesting agency-level workplace improvement projects

f. Fostering cooperative union-management initiatives at all levels.

Upon the mutual agreement ofthe Employer and the Union, the recommendations ofthe committee may be implemented in the manner and fashion the parties shall decide.

ARTICLE 5 - WAGES AND SALARY SCHEDULES Section 5.1 -

Rates of Pay

The following wage changes will be instituted for all employees on the dates specified:

Effective January 1, 2018	**2.0% increase 1**
Effective January 1, 2019	**2.25% increase**
Effective January 1, 2020	**2.0% increase**

Effective January 1, 2021	**2.25% increase**
Effective January 1, 2022	**2.0% increase**

Agreement effective through June 30, 2022

1. On the effective date of this Agreement Effective-Jul~~y~~ ~~1,~~ ~~2009~~, and on each successive July 1 thereafter, all Library Pages who are in their first 12 months of employment shall be paid at a rate equivalent to

95% of the greater of the then-current "feiving Base Wage"' Ordinance hourly rate, or the Minimum Wage established by Executive Order 2014-1, as annually adjusted by the formula set forth therein, and all All other Library Pages shall receive 100% of such rate.

2. All increases for Library Pages after ratification of this Agreement-wilHke effective only on the dates specified above, and will be based solely on the Living Wage Ordinance rate in effect as of said dates. There will be no other wage adjustments paid to the Library Pages under the terms of this Agreement, and under no circumstances shall a Library Page be eligible to receive the "negotiated rate" adjustments as set forth in Article 5, Section 5.1 of this Agreement.

Section 5.2 - Schedules

1. Except as provided in paragraph (2) below or as otherwise agreed between the parties, the The salary schedules for bargaining unit employees employed in job classifications covered by this Agreement are appended hereto as Exhibits A through KJ.

2. Commencing on the effee^iv^-d^e-of-this Agreement September 30, 2014, employees currently on the BZ, GZ and GZZ salary schedules, all newly hired employees, and all employees in newly certified titles will be moved to the new B or G salary schedule, as

356161.1

appropriate (see Salary Schedules B and G, appended hereto). Employees who arc moving from the BZ. GZ or GZZ schedules, in addition to any employee who in the future is moved to the new B or G schedule from any other schedule listed in the Employer's Compensation and Pay Plan, shall be placed on the new B or G schedule at the rate of pay that is closest to, but not less than the employee's current rate of pay. Employees in newly certified titles who are currently paid at a rate that is not on a salary schedule will be placed on the appropriate salary schedule and grade as determined by the Employers Department of Human

Resources, at the rale of pay that is closest to but not less than the employee's current rate of pay.

3. **Effective July 1, 2020, the implementation of Step 8 of Schedule B will be changed to: "After 1 Year at Third Intermediate Rate and 13 Years of Continuous Service." Effective July 1, 2020, the implementation of Step 9 of Schedule B will be changed to: "After 1 Year at the Top Intermediate Rate and 16 Years of Continuous Service." See Exhibits D, E, and F.**

4. **Effective January 1, 2020, Entry Level step 0-A will be eliminated from Schedules B and G. See Exhibits C, D, E, F, I, J and K. Thereafter, all new employees hired into job titles that are subject to Schedules B and G shall be placed on Step 0-B and shall progress on the appropriate schedule from that Step. Persons who have been hired prior to January 1, 2020 and who are being paid pursuant to Step 0-A as of that date shall be moved to the same level in Step 0-B on January 1, 2020 and shall progress on the appropriate schedule from that Step.**

5. **Effective January 1, 2020, the following job titles on the B schedule will be regraded:**

51.1

14

New Grade Effective 1/1/20

Library Clerk (Title Code 0445)	**B6**	**B7**
Library Clerk Hourly (Title Code 0446)	**B6**	**B7**
Sanitarian II (Title Code 2381)	**B13**	**BI4**

ARTICLE 6 - HOLIDAYS AND SICK LEAVE Section 6.1 -

Current Holidays

Employees shall receive the following holidays off without a reduction in pay:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Casimir Pulaski Day
6. Memorial Day

7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. Christmas Day

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

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

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

Columbus Day Veterans Day

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

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

356161.1

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

Section 6.2 - Holiday Observance

For employees whose regularly scheduled workweek does not include Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holidays; and said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, holidays which fall on either Saturday or Sunday will be observed on that day. Section 6.3 - Holiday Scheduling

(A) For employees who are not scheduled on a regular Monday through Friday workweek, when a holiday falls on an employee's day off, the employee shall be granted another day off when a

holiday falls during an employee's vacation, and the employee does not want to extend his/her vacation, the employee shall be granted another day off. The Department Head shall grant an employee's request for another day off on the basis of seniority among the employees who normally perform the

work and who make their requests on the same day, provided however, the Department Mead shall retain the right to determine the number and scheduling of employees at any one time without hindering the operation ofthe Department. When a holiday falls during an employee's vacation, the employee may extend his/her vacation only if the Employer does not grant the employee an extra day's pay.

(b) An employee who is required to work on a holiday shall be given at least seven (7) days advance notice where it is known by the Employer that employees have to work on a holiday. If some but not all employees in the department are required to work on a holiday, the Employer, taking into account its operational needs, will offer the work on a rotating seniority basis first to volunteers who normally perform the work, and where there are not enough said volunteers, the work will be assigned on a rotating basis of inverse seniority, provided that, in either case, the employee who volunteers or is assigned has the then present ability to perform the work required by the Employer. Section 6.4 - Holiday Pay

Work performed on holidays listed in this Article shall be paid at 2-1/2 times the employee's then current rate of pay, which shall include holiday pay or, at the employee's option shall be paid at 1-1/2 times the employee's then current rate of pay plus

straight time compensatory time for all time worked. Upon termination of employment for any reason, except discharge for serious misconduct, the employee or his/her estate shall be paid at the employee's then current rate of pay for any earned holidays not taken. Section 6.5 - Sick Leave

Current and future employees employed in job classifications that are granted paid sick leave shall continue to

receive said sick leave for the term of this Agreement. Said employees

shall be credited with twelve (12) days of paid sick leave on January 1 of each year. New hires who are salaried paid shall be credited with paid sick leave at the rate of one (1) day for each month of employment through December 31 for the first calendar year of their employment. Sick leave may be accumulated up to two-hundred (200) days.

Notwithstanding the foregoing, effective January 1, 1998 and thereafter, all 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 in the event that the employee leaves City employment prior to earning the advance payment of sick time. Should the employee's, or his/her immediate family member's serious health condition require the employee lo 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 as provided above. 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.

Sick leave may be used for illness, disability, or injury ofthe employee. Sick leave may also be used for appointments with doctors, dentists, or other medical practitioners, or in the event of illness, disability or injury of a member of an employee's family or household for whom the employee's presence is needed, subject to reasonable rules of interpretation ofthe Employer.

356161 I

Sick leave may be used in increments of one-half day or more. With twenty-four (24) hour prior notice and the permission of the employee's supervisor, sick leave may be used in smaller increments. In a bona fide emergency if and to the extent twenty four (24) hour notice is not possible, sick leave may also be used in smaller increments, provided that the employee promptly notify his/her supervisor. Such permission shall not be unreasonably denied. The Employer may request satisfactory proof of such emergency.

Nothing herein shall be interpreted as an agreement to remove or continue any precontract practice relating to non-contractual extended sick leave.

Use of sick leave as provided for in this Article 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..

Employees who arc not currently eligible for paid sick leave under this Section shall accrue paid sick leave at the rate of one hour for every forty (40) hours worked, up to a maximum of forty (40) hours per calendar year. All accruals of paid sick time under the terms of this paragraph for existing employees shall commence on July 1, 2017. All other employees who arc hired after July 1, 2017 or who have not completed 180 days of continuous employment with the Employer as of that date, shall accrue sick time once they have completed 180 days of continuous employment with the Employer. All other requirements of this Section 6.5 contained in paragraphs three (3) through six (6) inclusive, as well as other rules maintained by the Employer governing the use and payment of sick

356 If, 1.1

leave, shall apply to the sick leave provided hereunder. The parties specifically waive anv coverage under the provisions of the City of Chicago Ordinance concerning paid sick leave to persons covered by this Agreement.

ARTICLE 7 - VACATIONS

Section 7.1-Amount

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. Full time employees will earn the following amounts of paid vacation, based on such employee's seniority or continuous service as of July 1:

Continuous Service as of July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more but less than 24 years	23 days
24 years	24 days
25 years or more	25 days

Employees of the Chicago Public Library will continue to earn vacation time as set forth below: Pay Grade 6 and below:

Less than 6 yrs.	15 days
6 yrs. Or more, but less than 14 years	18 days
14 yrs. Or more but less than 23 years	23 days
24 years	24 days
25 years or more	25 days

25 Pay Grade 7 and above:

Pay Grade G-l thru G-10:

356161 1

Less than 14 years	20 days
14 years or more but less than 23 years	23 days
24 years	24 days
25 **years or more**	**25 days**

25 **Section 7.2 - Pro Rata Vacations**

An employee shall be eligible for pro rata vacation if:

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

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

The amount of pro rata vacation is determined by dividing the number of months of seniority or continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days.

Part-time employees who work at least fifty (50) hours per month in the prior calendar year shall be granted vacation leave on a pro-rated basis, as follows:

Hours Worked Per Year Hours of Vacation 1,000 40 916 36

830 33

356161.1

750

666

580

500

416

330

250

166

50

One extra vacation hour is earned for each twenty-five (25) hours over minimal hours worked.

Section 7.3 - Forfeiture of Vacation

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

356161.1

all vacation time earned during the period of duty disability for the twelve (12) months following the date in which the person became disabled, and shall be entitled lo use such vacation time within twelve (12) months following their return to work.

Section 7.4 - Employees Laid Off, On Leave of Absence or Discharged

Employees who are discharged for serious misconduct (i.e., violent acts, criminal acts, drug and alcohol

violations on the job, or gross insubordination) are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of thirty (30) days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 23 of this Agreement.

Section 7.5 - Rate of Pay

Employees shall receive their regular pay in effect at the time the scheduled vacation is taken. An employee in pay status for 50% of work time in a calendar month shall earn vacation credit.

Section 7.6 - Selection

From November 1 to November 30 inclusive, of each calendar year, employees may submit in writing to the Employer their vacation preferences for the following calendar year. Employees who file their vacation requests by November 30 shall receive responses by the last day of December. Vacation requests made after November 30 shall be granted on a fust-come, first-served basis; provided however, if too many employees request on the same day vacations during the same period, the employees with the greater continuous service shall receive the vacation. Responses to said vacation requests shall be made within fourteen (14) days by the

356161 1

Employer, hut not before the Department has responded to employees who filed dining the November selection period. Vacations under this Section, will be granted by continuous service, provided however, the Department 1 lead shall have the discretion to determine the number and scheduling of employees who can be on vacation at any one lime without hindering the operation of the Department or to meet the emergency needs of the department's operations. In considering the emergency needs ofthe department, the Employer shall not cancel a pre-planned vacation arbitrarily. Cancellation of approved vacation requests which would result in a financial loss to the employee and/or prevent the employee from attending important personal events shall only be denied in the most extreme emergencies, and

shall be subject to an expedited grievance procedure agreed upon by the parties to permit timely resolution of such disputes. Section 7.7 - Reciprocity with Other Agencies

Any employee ofthe City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Mousing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other public employer shall not have the period of such service credited and counted for the purpose of computing the number of years of service as an employee ofthe City.

ARTICLE 8 MILEAGE REIMBURSEMENT

Employees eligible for mileage reimbursement and who are required by the Employer to use their personal vehicles to perform their assignments shall be reimbursed at the rate

established from time to time by the Internal Revenue Service. ~~**, with a maximum**~~

reHwbursement-of--per--mon+h-E~~ffective~~-February-i-,-2QQS-,-the-~~maxim~~um reiuibur-sement-will-increase-to ~~$450^00 per m~~outh;-Effective-Fe~~bruary 1, 24)09, the ma~~~~ximum reim~~burseme~~nt will in~~crease ~~to S~~55(M)Q-per-month-T-he~~reafter,~~ Effective February 1, 2017, the maximum reimbursement is S675.00 per month. The 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 $5.00 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 addition, should the Employer increase the current maximum mileage allowance for other employees ofthe City during the term of this Agreement beyond that set forth in this Article, the City will amend this Article to reflect the monthly dollar increase.

ARTICLE 9 DEFERRED COMPENSATION The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees without change during the term of this Agreement.

In addition to the above, the Employer will make contributions, on a dollar-for-dollar basis, under a 401(a) Plan (or any similar successor plan agreed to by the parties) up

356161.1

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:

January 1, 2020 - up to S250 per year

January 1, 2021 - up to S250 per year

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

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

ARTICLE 10 - GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

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 ofthe City under the same terms and conditions applicable to said other employees.

The specific coverages and conditions of such benefits are contained in the various Plans which are maintained by the Employer, and which are available for review by employees and the Union.

Employees will be responsible for health care contributions on a per pay period basis for either the Blue Cross PPO or the HMO plan of their choice, and shall make the following contributions toward their health care coverage, based on the applicable percentage of their base salary, subject to the then applicable salary cap:

	Single	Employee + 1	Family Cap	Salary
July 1,2017	1.2921%	1.9854%	2.4765	S90,000
July 1,2018	1.7921%	2.4854%	2.9765%	SI 00,000
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.

356161 1

Effective January 1, 2019, prescription drug benefits shall be subject to an annual deductible of S35 per household. Effective January 1, 2021, prescription drug benefits shall be subject to an annual deductible of $75 per household.

Based-oii-a-eompesite4-^^>-e-f4?ase salary f<>r-s4ng4e,efflpl«y^e-and-«>ne,and family levels of coverage as s pecified-below^-For example, contribu4ions-at:-selected-sftlary levels-

|7\7lTt7ti W ill Uv *1S rUHU» S.

ANNUAL SALARY Sl4N€tE EMP4^©YEE-+1 FAMILY (1.0281%) (1.5797%)

Up to $3<HQ0Q-

4*75-

-$4#^0fV

$50,000

$60,000

$70,000

$80,000-

$89,999

$90,000-1-

i4ions-sI

per pay period basis for-ekher the PPO, tbe PPQ/HRA or the-HMO plan of their choice

levels of coverage as specified43elow. For exuntpler-eontributions-a^elected-salary levels per-pay period will be asf

356161.1

-EMHLQV-Eft-H FAMTL¥

44^2-924-%)-

4Jp-te-S30,000-

$30,001

-$404)00-

-$5&r000-

$60,000-

-$704)00-

-3S0*000-

$90,000

$100,000-

Section 10.1 - Policy Provisions

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 Employer and insurance companies. Section 10.2 - Insurance 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.

Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes in person, and may have union representation at such proceedings. Section 10.3-H.M.O's

356161 1

Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may oiler coverage under more than one HMO. Effective January 1, 2006. the Employer will offer coverage under two HMO plans. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary. Section 10.4 - Family Coverage

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

Section 10.5 - Maintenance of Insurance

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

The Employer will accept insurance premiums deducted from employees' ordinary disability checks for any period during which employees are eligible to pay such premiums so long as the Pension Fund allows such deductions.

Section 10.6 - Joint Labor Management Cooperation Committee on Health Care

(a) The City of Chicago and the Union (the "Parties") agree to create a Joint Labor Management

Cooperation Committee ("LMCC") pursuant to the Labor Management Cooperation Act of 1978, 29 U.S.C. §175 et seq. 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 terms of this Agreement. The Parties shall memorialize their intent to create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution

ofthe collective bargaining agreement between the Union and the City of Chicago. Said Trust Agreement shall be attached to the Agreement as Appendix H.

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

(i) Formation of a Committee to govern the LMCC consisting of ( ) Trustees, an equal number of which shall be appointed respectively by the City of Chicago and the Union.

ii) Appointment by the City and the Union of a Co-Chair and Vice-Co-Chair as designated in the Trust Agreement.

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

iv) Establishment of a Trust fund with contributions provided by the City of Chicago and third parties.

I For the purposes of this Section, an "employee" shall mean a City employee represented by the Union. The "Union" shall mean the American Federation of State County and Municipal Employees, Council 31. Section 10.7 - Health Plan Rcopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in this Agreement 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 become law and is effective during the term of this Agreement.

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

i) 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 in each previous fiscal year thereafter, respectively.

ii) Should any Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (i) above, the LMCC shall make such adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (i) above.

iii) Should the Plan changes approved by the LMCC fail to achieve cost containment or savings as staled in subsections (i) and (ii) above by the end of the following fiscal year, either party may elect to reopen negotiations as set forth on the following specific topics:

- Health Plan set forth in this Agreement
- Structure ofthe LMCC

- Composition of the LMCC

32

provided, however, each parly reserves ihe right to reopen this Agreement in order lo negotiate the Heath Plan set forth in this Agreement no later than .Kmc 30. 2011.

If any one ofthe 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 lo

negotiate the Health Plan set forth in this Agreement. Should either, party elect to reopen negotiations pursuant to this provision, il shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Health Plan. If the parties fail lo reach agreement al the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement. Section 10.8 - Plan Design Changes

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of SI.3 million (as calculated with respect to the AFSCME bargaining unit) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If prior to January 1, 2020, the parties have not reached agreement on the proposed changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value ofthe proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or the Union's offer. The offer selected bv the arbitrator will be binding on the parties and on the LMCC. The Union may coordinate with other Unions who are party to the LMCC regarding the negotiations referred to herein as well as participation jointly in any arbitration that may result from this provision.

ARTICLE 11 - LEAVES

3561(51.1

JJ

Section 11.1 - Bereavement

In the event of a death in an employee's immediate family such employee shall be entitled to a paid leave of absence up to a maximum of three (3) consecutive workdays inc~~hiding~~-the-da~~y of t~~he-fuueral-V\TieHt^^leat4v-oe<Hirs-afl44Jie4urver^4HS ~~to be~~-held ~~out of~~ 14bnois-aud-be¥ond ~~the state~~ s-contiguo~~us th~~ereto^ if the deceased resided or passed in a state not contiguous to Illinois or another country and the employee is travelling to that state or country, the employee shall be entitled to a maximum of five (5) consecutive workdays. Bereavement must be taken within sixty (60) days following the date of death.

The employee's immediate family shall be defined as: mother, father, spouse, brother or sister (including step or hall), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship ofthe deceased to the employee.

For the purposes of this Section, the following are considered to be states that are contiguous to Illinois: Kentucky, Wisconsin, Indiana, Iowa, Michigan and Missouri.

Section 11.2 - Military

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 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 hired

alter February 13. 1986 shall, as a condition precedent to payment, deposit his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that employees hired after February 13, 1986 shall, as a condition precedent to payment, deposit his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty. Such paid leaves shall not reduce the employee's vacation or other leave benefits. Section 11.3 - Jury/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to non-work related litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his/her jury duty pay with the City Comptroller for those days which he/she was scheduled to work for the Employer and receives pay or compensatory time for said work. Section 11.4 - Unpaid Leaves (A) Personal Leave

Non-probationary employees may apply for leaves of absence without pay for personal reasons, which may include educational leaves. The grant and duration of such leaves shall be

within the discretion ofthe Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leaves shall be reinstated to their former job subject to the layoff, recall and break-in-service provisions of this Agreement.

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

(A) Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to three (3) months, provided said leaves shall be renewable for like three (3) month periods, for a total medical leave of absence up to one (1) year. The Employer may request satisfactory proof of medical leaves of absence. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work. An employee on a medical leave of absence shall be returned to work upon the expiration of his/her leave, provided the employee has complied with the Employer's procedures which shall be provided to the employee prior to the start of said leave. If an employee is granted an extension of his/her leave, he/she shall be returned to work upon the expiration ofthe 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, bul nol accumulate seniority.

Employees who return from a medical leave of absence within one (1) year shall be reinstated to their former job, subject lo the layoff and recall provisions of this Agreement. If the employee returns to work afler 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. (A) Union Leave

Up to six (6) non-probationary employees shall be granted Union leaves of absence at any one time to serve on the Union staff or to be an officer of the Union, for up to two (2) years. Any current Union leaves of absence shall be automatically extended 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.

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.

(d) Duly Disability Leaves

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten (10) working days upon receipt of verified authorization from the approving authority. Contingent upon

continued verified authorization, subsequent payment will be made twice a month. If duly disability is denied, and such denial is later reversed, the employee shall be paid up lo the date the amount the employee was eligible to receive, less any other disability payments received by the employee subject to the same terms and conditions identified in this paragraph. Employees who return from said leaves shall be reinstated to their

former job classification, if there is a vacancy in said classification or if a position in said classification is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement. An employee granted duty disability leave shall continue to receive full benefits for any period he/she is on said leave in accordance with current practice, (e) Family and Medical Leave

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

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

Section 11.5 - Religious Day Accommodation

An employee whose religious beliefs require that he/she not work when scheduled on a religious holiday, shall be granted said time off. The employee may use time earned or may take the day off without pay.

An employee requesting this accommodation shall notify the Department Head or his/her designee in writing at least five (5) calendar days in advance ofthe religious holiday. If written notification occurs less than five (5) calendar days in advance of the religious holiday, said request shall be granted at the Employer's discretion based on operational needs. Such requests shall not be

unreasonably denied. In January of each year, the Employer shall remind employees in writing ofthe provisions of this section. Section 11.6 - Emergency Accommodation

In emergency situations which preclude an employee from requesting accumulated time in advance, employees may request the use of accumulated compensatory time or vacation leave. The Employer may request satisfactory proof of any such emergency. Emergency requests by employees will not be unreasonably denied. Section 11.7 - Reasonable Accommodation

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans With Disabilities Act ("ADA"), or such an accommodation is otherwise contemplated by the Employer, the Employer, the employee and/or the Union will meet to discuss the matter. If the Employer, the employee and the Union reach agreement, such agreement shall be binding on the Employer, the Union and all employees. In the event a grievance is filed over any action or inaction by the Employer, and the Employer claims that such action or inaction was based on the Employer's obligations under the ADA, the arbitrator

shall take the Employer's obligations under the ADA. the Union's obligations under the ADA. as well as the provisions of Section 24.1 of this Agreement, into account in rendering his or her decision. It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements ofthe contract to the extent practicable. In the event of a conflict between this Agreement, any agreement or settlement hereunder or arbitration award and any decision of any agency or court of competent jurisdiction finding a violation of the ADA, such decision shall take precedence over this Agreement, any agreement or settlement hereunder or arbitration award. Section 11.8 - Paid Parental Leave

An employee wishing to take paid parental leave must apply and be eligible for Family Medical Leave Act (FMLA) leave. An employee is eligible for FMLA leave if he or she has been employed by the City for at least

12 months before taking the leave and has worked at least 1250 hours during the 12 month period prior to the leave. Eligible employees may be granted the following paid parental leaves, in conjunction with and as part of an approved FMLA leave:

- Up lo four (4) weeks paid maternity leave to a birth mother to recover from a nonsurgical delivery; or
- Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to two (2) weeks paid parental leave for the birth of a child or children to an employee spouse or domestic partner of the birth mother; or
- Up to two (2) weeks paid parental leave for the adoption of a child or children by an employee or the spouse or domestic partner of the employee.

Paid parental leave may be combined with other earned paid time off such as vacation and/or sick time to achieve the maximum amount of paid time off from work while taking FMLA leave. Notwithstanding any other provision of this Agreement, paid parental leave shall be granted as part of an approved FMLA leave.

ARTICLE 12 - SENIORITY OR CONTINUOUS SERVICE Section 12.1 -

Definition

The"term "seniority" and "continuous service" shall mean the same thing as they are defined and used in this Agreement. Seniority or continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In the event two (2) or more employees have the same seniority date, a lottery shall be conducted to break seniority ties. In addition, an employee earns seniority or continuous service credit even though he/she is not paid for an absence where the employee is adjudged eligible for duty disability compensation.

For purposes of determining eligibility for longevity pay increases and in determining an employee's vacation benefits, seniority or continuous service shall mean service for the Employer regardless of job title or department.

Section 12.2 - Reciprocity

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook,"the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of .Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees

hired after February 13, 1986 who render service for any other public employer shall not have the period of such service credited and counted for the purpose of seniority or continuous service with the Employer for any reason. Section 12.3 - Interruption In Service

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

1) absences without leave
2) absences due to suspension
3) unpaid medical leaves of absence of more than one (1) year.

b) Seasonal employment which does not exceed one hundred twenty (120) calendar days in any calendar year shall not be credited toward seniority or continuous service for the time worked.

c) Seasonal employment in excess of one hundred twenty (120) calendar days in any calendar year shall be credited towards, seniority or continuous service.

Section 12.4 - Break In Service

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

A) quits or resigns,

b) is discharged for cause,

c) retires,

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

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

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

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

h) is on layoff more than three (3) years il" the employee has more than seven (7) yeas of service at the time the layoff began.

Section 12.5 - Layoff/Recall A. Layoff

(1) Notice

In the event of a layoff, prior to the issuance of the notice provided under this paragraph, the Union shall be notified as to the approximate number of employees who may be affected by the layoff, including where feasible, their classificalion(s) and department(s). The Union and employees (except probationary employees with less than ninety (90) days of service) shall be provided with at least 45 days advance notice of a layoff made in connection with the annual budget process, or 30 days in all other cases, except in emergencies beyond the control of the

Employer, in which event, such notice shall be given as soon as reasonably possible after the Employer knows. Such notice shall contain the name, position classification, department, work location, if available in the Employer's records, and seniority date of each employee scheduled to be laid off. It is understood by the parties that although the Employer will make all reasonable efforts to notify affected employees of an impending lay-off within the times set forth above, employees, not in the initial group targeted for lay-off may not, due to unanticipated bumping always receive actual notice of lay-off until after the passage of said time periods. In such cases, the Employer will provide as much notice to those employees as is reasonably feasible under the circumstances, but in no event less than fourteen (14) days. The Employer's current practice of meeting with the Union in anticipation of a layoff to discuss matters relating to the layoff, and to provide information as to the need for the layoff, bumping rights of employees and available vacancies, will be continued.

2) Order of Layoff

The least senior employee in the affected job classification in the department shall be laid off first, provided the ability to perform the work and the employee's job performance arc relatively equal among the other employees in the job in the department. "Seniority" shall mean, for purposes of this Section, the employee's continuous service for the Employer regardless of job title or department.

Seasonal, provisional, emergency and temporary employees shall be terminated prior to any other employees being laid off.

3) Options for Employees Subject to Layoff

For purposes of this Section, an employee shall be considered as "subject to layoff as soon as that employee is scheduled to be laid off, or removed from his/her position classification.

Employees subject to layoff shall be given at least a twenty-four (24) hour period to respond from the time the Employer informs them of all options available to them regarding tilling vacancies or bumping, except for those employees placed in equal graded vacancies within their Department as provided in Section 3(a) below. In the event that multiple layoffs occur, or are scheduled to occur, pursuant to the notice provided in Section 12.5A(1) above, the Employer shall group affected employees by seniority order in each pay grade. Thereafter, employees shall exercise their options in seniority order beginning with the highest pay grade, (a) Vacancies in the Department An employee subject to layoff shall be placed in an equal graded classification, in the department, which the Employer has deemed vacant, in lieu of layoff, provided the said employee has the then present ability to perform the required work without further training. Said offers shall be by City-wide seniority. In the event an employee is placed in an equal graded position in lieu of layoff, the Employer will afford the employee an evaluation period of up to sixty (60) days, and shall provide the employee with a reasonable opportunity to satisfactorily complete the evaluation period, to demonstrate that he/she can perform the job. The Employer may extend the evaluation period for an additional thirty (30) days provided that the Employer shall first advise the Union and the employee, either in person or in writing, of the reasons for that decision. Such explanation will include a description of the measures taken by the Employer to ensure that the Employee has been provided a reasonable opportunity to satisfactorily complete the evaluation period.

The evaluation period may be extended to an additional thirty (30) days by agreement of the parties, to demonstrate that the employee can perform the job. Notwithstanding the foregoing, if the Employer, based on the employee's job performance at any time during these evaluation

periods, has just cause to believe that the employee cannot perform the job, the employee shall be placed on layoff and shall have no further rights to hump or fill other vacancies prior to being laid off. The Employer shall notify the employee and the Union reasonably in advance of returning the employee to layoff if it appears to the Employer that the employee cannot perform the job.

(b) Transfer in Lieu of Layoff All employees subject lo layoff who are not placed in equal-graded available vacancies within their own Department shall be listed in seniority order and shall be offered the opportunity either lo bump another employee as provided in subparagraph (c) or (d) below, or to fill a position which has been declared vacant as of the date of the layoff in an equal or lower graded AFSCME bargaining unit classification in any department prior to selecting a bidder or hiring a new employee from outside an AFSCME bargaining unit classification. The employee shall be awarded said position if the employee has the then present ability to perform the required work without further training. An employee who has elected to fill a vacant position or bump shall have no further right to fill a job declared vacant after the employee has accepted a position, whether by transfer or bumping, under this paragraph. In the event that an employee accepts a vacant position in a different department, the Employer will afford the employee an evaluation period of up to sixty (60) days, and shall provide the employee with a reasonable opportunity to satisfactorily complete the evaluation period ~~which ma~~y-be ~~extended an additional thirty-{30) days by agreement-of-the parties,~~ to demonstrate that he/she can perform the job. The Employer may extend the evaluation period for an additional thirty (30) days, provided that the Employer shall first advise the Union and the employee, cither in person or in writing of the reasons for that decision. Such explanation will include a

356161.1

46

description ofthe measures taken bv the Employer to ensure that the Employee has been provided a reasonable opportunity to satisfactorily complete the evaluation period. The evaluation period may be extended to an additional thirty (30) days bv agreement of the parties, to demonstrate that the employee can perform the job. Notwithstanding the foregoing, if If-the Employer, based on the employee's job performance at any time during these evaluation periods that-period-, has just cause to believe, that the employee cannot perform the job, the employee shall be placed on layoff and shall have no further rights to bump or fill other vacancies prior to being laid off. The Employer shall notify the employee and the Union reasonably in advance of returning the employee to layoff if it appears to the Employer that the employee cannot perform the job.

(c) Avant Job Family Series Bumping An employee subject to layoff, by seniority, may bump the least senior employee in the next lower classification in the Avant job family series in the Department, (as per Appendix A hereto), or if none, the second lower classification in the job family series in the Department, provided the employee who is bumping has the then present ability to perform the required work without further training. The Employer will afford the employee an evaluation period of up to sixty (60) days, and shall provide the employee with a reasonable opportunity to satisfactorily complete the evaluation period, to demonstrate he/she can perform the job. The Employer may extend the evaluation period for an additional thirty (30) days, provided that the Employer shall first advise the Union and the employee, either in person or in writing, of the reasons for that decision. Such explanation will include a description of the measures taken by the Employer to ensure that the Employee has been provided a reasonable opportunity to satisfactorily complete the evaluation period. The evaluation

356161 1

47

period may he extended to an additional thirty (30) days hv agreement of the parties, to demonstrate

that the employee can perform the job. Notwithstanding the foregoing, if the Employer, based on the employee's job performance at any time during these evaluation periods, has just cause to believe that the employee cannot perform the job, the employee shall be placed on layoff and shall have no further rights to bump or ill! other vacancies prior to being laid off. The Employer shall notify the employee and the Union reasonably in advance of returning the employee to layoff if it appears to the Employer that the employee cannot perform the job.

(d) Bumping Into a Previously Held Title Employees who cannot bump into their job family series, may bump into the title in their current Department in which they most recently held career service status in their current Department, even if not in their job family series or, if none, in any other title within their current Department which they held for one (1) or more years within their current Department, even if not in their job family series, provided the employee who is bumping has the then present ability lo perform the required work without further training. The Employer will afford the employee an evaluation period of up to sixty (60) days, and shall provide the employee with a reasonable opportunity to satisfactorily complete the evaluation period, to demonstrate he/she can perform the job. The Employer may extend the evaluation period for an additional thirty (30) days, provided that the Employer shall first advise the Union and the employee, either in person or in writing, of the reasons for that decision. Such explanation will include a description of the measures taken by the Employer to ensure that the Employee has been provided a reasonable opportunity to satisfactorily complete the

356161 1

evaluation period. The evaluation period may he extended to an additional thirty (30) days by agreement of the parties, to demonstrate that (he employee can perform the job. Notwithstanding the foregoing, if the Employer, based on the employee's job performance at anv time during these evaluation periods, has just cause to believe that the employee

cannot perform the job, the employee shall be placed on layoff and shall have no further rights to bump or fill other vacancies prior to being laid off. The Employer shall notify the employee and the Union reasonably in advance of returning the employee to layoff if it appears to the Employer that the employee cannot perform the job.

(e) 80% Rule

Employees who are laid off because 80% or more of all the positions in their Departments are eliminated may have the bumping rights of Section 12.5 in other Departments. These employees will have preference in filling vacancies for equal or lower graded positions in other departments, provided the employee has the then present ability to perform the required work without further training.

(f) ' One Bump

A laid off employee shall be entitled to only one bump.

(g) Part Time Employees

Notwithstanding any provision of this Article to the contrary, part time employees shall not have the right to bump full time employees. Full time employees shall not select part time vacancies or bump into part time positions until they have exhausted whatever rights they may have under this Section to fill full time vacancies or bump full time employees.

(4) Rate of Pay

Employees who lake a position in the same pay grade shall be paid the same rate of pay of their former position. Employees who voluntarily transfer or bump to avoid layoff shall be paid the rate of the job being performed, i.e., the same step in the pay grade for said job as the employee had been on in his/her previous job classification. Employees who voluntarily transfer to a lower graded job to avoid layoff, or who exercise bumping rights pursuant to Section 12.5A(3) due to the absence of an available vacancy into which they can

transfer or where the available vacancy has a pay grade that is less than the job into which the employee can bump, shall be paid the step in the pay grade for that job which is nearest to, but less than, the rale of pay the employee has received in his/her previous job classification, provided that no employee shall be placed in a step which exceeds his/her continuous service with the Employer. Notwithstanding the foregoing, an employee who was promoted to a higher graded position not more than one (1) year before being laid off, and who, as the result of a layoff, thereafter occupies a job classification equal to or lower than the job classification occupied prior to being promoted, shall be paid the grade for the job into which he/she transferred or bumped and shall be placed on a step no lower than the step in grade the employee would be on had the employee remained in the job classification from which the employee was last promoted before the layoff. In no event will an employee receive a pay increase by operation of this provision. B. Recall (1) Recall by Seniority

Employees laid off onto the street or who transfer or who arc reduced in pay grade by virtue of bumping or voluntary transfer to avoid layoff shall be recalled by seniority, in accordance with the following provisions, provided the employee has the then present ability to perforin the required work without further training. Upon recall, the Employer will afford the

356161.1

employee an evaluation period of up to sixty (60) days, and shall provide the employee with a reasonable opportunity to satisfactorily complete the evaluation period, to demonstrate he/she can perform the job. The Employer may extend the evaluation period for an additional thirty (30) days, provided that the Employer shall first advise the Union and the employee, either in person or in writing, of (he reasons for that decision. Such explanation will include a description of the measures taken by the Employer to ensure that the Employee has been provided a reasonable opportunity to satisfactorily complete the evaluation period. The evaluation period may be extended to an additional thirty (30) days bv agreement of the parties, to demonstrate that the employee can perform the job. Notwithstanding the foregoing, if the Employer, based on the employer's job performance at

anv time during these evaluation periods, has just cause to believe that the employee cannot perform the job, the employee shall be placed on layoff and shall have no further rights to bump or fill other vacancies prior to being laid off. The Employer shall notify the employee and the Union reasonably in advance of returning the employee to layoff if it appears to the Employer that the employee cannot perform the job.

(2) Recall Rights

(a) Right to Return to Original Position

If the Employer declares a vacancy in the position from which the employee was laid off, the employee shall always retain recall rights to that position subject only to the break-in-service provisions of Section 12.4 above, and the forfeiture of recall rights provisions in Section 12.5(B)(2)(d) below.

(b) Recall to Employees' Job Family Series Within Their Department

1) An employee who is laid off "onto the street" shall be recalled by seniority to an equal or lower rated position declared vacant by the Employer in their job family series within their Department, provided the employee has the then present ability to do the job without further training.

2) Employees who have been recalled from the "street", transferred or reduced in pay by virtue of bumping or voluntary transfer to avoid layoff, and who have the present ability to do the job without further training, shall have recall rights to one equal or lower-graded job in their job family series, in the Department from which the employee was laid off,, which is higher graded than the job into which they bumped or transferred, or to which they were recalled from the "street", for a period of two (2) years following their initial layoff. In either case, if the employee does not have the present ability to perform the job, the employee shall be returned to the recall list and be subject lo further recall in accordance with this paragraph.

3) An employee who is then currently employed by the Employer, and who fails to accept

recall to an equal or lower graded job as provided in this Section, shall have only those recall rights provided in Section 12.5(B)(2)(a) above.

(c) Recall to the Employees' Job Family Series Outside Of Their Department

In the event the Employer declares a vacancy in an equal or lower rated position in the employee's job family series in another Department, and if there arc no employees within

that Department entitled to recall under paragraph (b) above, an employee laid off "onto the street" shall be recalled by seniority to such position provided the employee has the then present ability to do the job without further training. The employer will afford the employee an evaluation period of up to sixty (60) days, and shall provide the employee with a reasonable opportunity to satisfactorily complete the evaluation period to demonstrate that he/she can

356161.1

52

perform the job. The Employer may extend the evaluation period for an additional thirty (30) days, provided that the Employer shall first advise the Union and the employee, either in person or in writing, of the reasons for that decision. Such explanation will include a description of the measures taken by the Employer to ensure that the Employee has been provided a reasonable opportunity to satisfactorily complete the evaluation period. The evaluation period may be extended to an additional thirty (30) days by agreement of the parties, to demonstrate that the employee can perform the job. Notwithstanding the foregoing, if tf-the Employer, based on the employee's job performance at any time during these evaluation periods, that-period^ has just cause to believe that the employee cannot perform the job, the Union shall be notified and the employee shall be returned to the recall list and be subject to further recall in accordance with this paragraph. Employees who have been transferred or reduced in pay by virtue of bumping or voluntary transfer to avoid layoff shall have no recall rights to positions in another department.

d) Recall of Full Time Employees to Part Time Positions

Full time employees shall not be recalled to part time positions.

e) Forfeiture of Recall Rights

A laid off employee who refuses delivery of a notice of recall, or who fails to respond within three (3) days of receipt of a recall notice, or who, upon acceptance, fails to report to work within five (5) days of the date the employee is directed in the recall notice to report to work shall forfeit all recall rights available under this Section and, if he/she is "on the street", shall have a break-in-service, unless the employee provides good cause acceptable to the Employer for not reporting. Acceptance shall not unreasonably be denied.

f) Delay of Recall for Good Cause

If the Employer is provided with good cause by the employee to delay recall, and the Employer cannot reasonably delay the employee's recall, the Employer may recall the next eligible employee and the employee who had said good cause for nol timely reporting shall remain on layoff until the next recall, subject to the break-in-service provisions of Section 12.4 above.

(g) Notice of Recall

Notices of recall shall be sent by the Employer by regular U.S. mail and by certified mail, return receipt requested to the last known address of the employee, with a copy mailed to the Union. An employee on layoff is obliged to keep the Employer apprised by written notice of any changes to the employee's current address in order to facilitate recall.

C. Ability to Perform Job

In determining whether an employee has the then present ability to perform the required work without further training, the employee shall first be provided with a reasonable amount of orientation.

D. Retention of Seniority

Employees shall retain and accumulate seniority and continuous service while on layoff.

E. Right to Bid

Laid off employees retain full bidding rights under Section 12.7 subject to the break-in-service provisions of Section 12.4, and the forfeiture of recall rights in this Section. Employees who successfully bid on new positions shall be considered to have completed all rights to recall under Section 12.5 of this Agreement, except such recall rights set forth in Section 12.5(B)(2)(a) above.

Section 12.6 - Balancing the Workforce

356161 1

Prior to taking any action pursuant to this Section, the Employer will notify the Union and affected employees of its intention to balance the workforce and, upon request, shall meet with the Union prior to taking any action. Such notice will include a description ofthe number of employees to be affected, their job titles and current work locations, and the location(s) or shifts or schedules to which the affected employees may be reassigned. The Employer's movement of employees from one location, shift, or day off schedule to another, which would otherwise be considered the filling of a permanent vacancy, shall not be deemed a permanent vacancy if there is not a net increase in the number of employees in the affected classification(s) in the affected location, shifts, or day off schedule.

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

If there are more volunteers than there are assignments, such rcassignments shall be made on the basis of seniority. If there are insufficient volunteers available, the Employer shall reassign employees using reverse seniority, provided that the employees have the then present ability to perform the required work.

An employee being reassigned under this provision may file a transfer request under Article 12.7(b) to return to his/her original location, shift, or day off schedule. Said request must be made within sixty (60) days

of reassignment, and shall be valid for a period of eighteen (18) months after date of reassignment, and shall have preference over all other transfer requests for the original location, shift, or day off schedule.

Within twenty-one (21) calendar days of a reassignment, the Union shall be notified of the name of any employee who is being reassigned, the effective dale ofthe reassignment, and the location, shift, and day off schedule from and to which the employee is being reassigned.

The provisions of this Section 12.6 do not apply to detailing implemented in accordance with Section 12.8 of this Agreement. Section 12.7 - Fillingof 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 who desire a change in shift, day(s) off or location of their job assignment shall request such change in writing on the Employer's for' at any time for the remainder of the calendar year. In the case of new jobs (i.e., those jobs not occupied within the Department during the preceding calendar year), the Department will identify the position on the posting as a new job and will accept transfer requests during the first seven (7) calendar days that the job is posted. Each Department will provide the Union on a monthly basis with a list of those employees who have requested transfers within their Department.

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

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

the job classification in the department from the recall or reinstatement list, if any, in accordance with the recall procedures in this Agreement.

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

f) Employees may bid on jobs the Employer determines to be permanently vacant for promotion or transfer to lower-rated or equal-rated jobs. Notwithstanding the foregoing, and except for "new jobs" (i.e., those jobs not occupied within the Department during the preceding calendar year), an employee shall not be allowed to bid on his/her own classification within the employee's department. All applicants bidding on said jobs shall be considered as one group for selection purposes.

g) **The posting of an Employer determined permanent vacancy shall be electronically on the City of Chicago CAREERS site, ~~on bulletin boards at each E~~mployer**

Employer-, Said vacancy shall be posted for 14 days on the CAREERS site. The posting shall contain at least the following: job title, qualifications, days off, shift, hours, work location, if known, and rate of pay and shall include all additional duties and qualifications reasonably required to fulfill the needs ofthe Department for hiring into the particular position. The Union shall receive notice of such posting at least one (1) day prior to the opening of such posting. In addition, the Employer shall maintain a computerized central listing of all operating Department bid announcements in a manner that ensures ready access to such information (including internet access) for all employees. Until January' 1* 2021, the Employer shall post permanent vacancies on bulletin boards as well as electronically. After that date, nothing herein shall

356161 1

prevent the Employer or the Union from posting such vacancies on Departmental bulletin boards or Union bulletin boards, as the case may be.

(h) All applicants for Employer determined permanent vacant jobs shall meet the minimum qualifications for the job in order to be considered for selection by the Employer. As used herein, the term "minimum qualifications" shall be interpreted so as to allow for equivalencies for Schedule 13 titles consistent with the existing practice of the Employer, unless statutory or accreditation standards preclude the use of equivalencies. Should the department decide to rescind a posting, it shall so notify the Union within thirty (30) days of closing.

If the job is later reposted, previous bidders shall be considered for one (1) year from the date of the original bid.

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

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

356161 1

The Employer shall determine whether bidders are "relatively equally qualified" based upon evidence of performance as shown on the employee's performance evaluations and any-other evidence brought to the Employer's attention, experience, training, proven ability and similar criteria as they relate to the vacancy.

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

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

All qualified bidders shall be interviewed prior to the consideration of any applicant.

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

356161.1

(k) During the bidding and/or selection process set forth in this Section, the Employer may temporarily fill said vacancy.

(I) When an employee is deemed to have successfully filled a permanent vacancy and is reclassified to

another position in a higher pay grade, such employee shall receive a pay increase of one (1) step, or the entrance rate for the new position, whichever is greater.

(m) Nothing in this Agreement shall require the Employer to post for bid the following jobs. Rather, employees will be entitled to submit bids on a form provided by the Employer for these jobs at any time during a calendar year, which will be considered by the Employer pursuant to the provisions of Section 12.7 (h) and (i) at the time it fills said jobs. The Employer shall give the Union prior written notice of its intent to fill a vacancy in the classifications listed below. Bids for these jobs shall expire at the end of each calendar year: Airport Information Representative City Forester I

Community Health Assistant I Curriculum

Coordinator Data Entry Clerk Elderly Aide 1

Electrical Engineering Draftsman 1 Examiner of Public

Chauffeur License Film Inspector Film Reviewer Head

Teacher Hospital Aide

356161 1

Junior Stenographer Keypunch Operator

Laboratory Helper Library Page

Mechanical Engineer II Nurses Aide

Office Property Custodian Park Naturalist

Pavilion Maintenance Aide Physician

Principal Stenographer Public Health

Nutritionist I Receptionist Safety Specialist

I Senior Stenographer Teacher PCC

Teletype Operator

(n) The successful bidder for any jobs under this Section, or an employee placed in a position through the City[7] of Chicago Reasonable Accommodation Policy, shall have an evaluation period, ~~not to exceed~~ of up to sixty (60) days, and the Employer shall provide the employee with a reasonable opportunity to satisfactorily complete the evaluation period to demonstrate that he/she can perform the job. The Employer may extend the evaluation period for an additional thirty (30) days provided that the Employer shall first advise the

Union and the employee, cither in person or in writing, of the reasons for thai decision. Such explanation will include a description of the measures taken bv the Employer to ensure that the Employee has been provided a reasonable opportunity to satisfactorily complete the evaluation period. The evaluation period may be extended to an additional thirty (30) days bv agreement of the parties, to demonstrate that the employee can perform the job. Notwithstanding the foregoing, if the Employer, which-may-be ~~extended an additional thirty (30) days on agreement of the parties^-to-demonstrate that he/she can perform the job. If the Employer has just cause~~ based upon the employee's job performance at any time during these evaluation periods, has just cause to believe that ~~that period tha~~t the successful bidder cannot perform the job or if the successful bidder desires to return to his/her former job, then the successful bidder shall be returned to the job he/she held just prior to the awarding of the bid, displacing, if necessary, any employee who has been placed into said job. Section 12.8 - Detailing

Detailing is the temporary transfer of an employee to a work assignment within his/her job classification geographically removed from the employee's normal work site, or physically removed from the employee's normal work site and requiring work of a substantially different nature from the employee's normal duties.

Employees shall not be detailed for more than thirty (30) days, unless the Employer gives notice to the Union of its need to do so and confers with the Union upon request. In any event, no such assignment may extend beyond ninety (90) days without the agreement of the parties.

The Employer shall notify the employees ofthe requirements for said detailing and shall seek volunteers among the employees who have the then present ability to perform the work required without further training. If there are more volunteers than there are assignments,

selections shall be made on the basis of seniority. If there arc insufficient volunteers, the Employer shall assign the detailing by inverse seniority, starting with the least senior first, and attempt to rotate such assignments within each calendar year. The employee's supervisor may, within his/her discretion, accept an employee's refusal to be detailed, provided that such acceptance shall not be unreasonably denied.

Thirty (30) days' advance notice of detailing shall be given to the employees if the need to detail is known; otherwise, as soon as reasonably possible. Section 12.9 - Acting In A Higher-Rated Job

An employee who is directed to and does perform, or who is held accountable for, substantially all of the duties and responsibilities of a higher-rated bargaining unit job for four (4) working days shall be paid at the higher rate for all such time, retroactive to the first day of the assignment. The Employer will equitably rotate such assignments on the basis of seniority among the employees at the work location who have the then present ability to do the job without further training. Should the Employer assign an employee to a position outside of the bargaining unit, the employee shall have the right to refuse to perform the assignment without discipline.

Employees paid for acting in a higher-rated job shall be paid as if they had been «

promoted to the higher-rated job. An employee temporarily assigned to a lower or equal-rated job shall continue to receive his/her regular rate of pay.

The time limits for such assignments to higher-rated jobs shall be ninety (90) days, except where a regular incumbent is on leave of absence, in which case it shall be six (6) months. The time limits may be extended by mutual agreement ofthe parties. These time limits shall also apply to assignments to lower or

equal rated jobs.

35616! I

63

The Employer shall not rotate employees in order to circumvent the payment provision of this section.

If the Employer continues to require the performance ofthe duties ofthe higher-rated job beyond the time limits herein, the Employer shall post and fill the job as a permanent vacancy under this Agreement. If the employee who has been paid for acting in a higher-rated job also is the successful bidder when the job is posted as a permanent vacancy, the said employee's seniority date for purposes of longevity pay increases shall be the date the employee initially was paid for acting in the higher-rated job, provided the employee had continued to perform in the higher-rated job without interruption.

If a job audit by the Employer results in a finding that the employee has been acting in a higher-rated job, the job shall be filled as a permanent vacancy and the provisions of Section 12.7 of this Agreement (Filling of Permanent Vacancies) shall apply. If the employee so audited is not selected for the position, the employee shall be assigned a position in his/her current classification, provided such a position is then available within the department. If such a position is not available, the employee may bump the least senior employee in his/her current classification within the department. If the employee is the least senior employee in the classification, the employee shall be assigned to a position in an equal-rated classification within the department provided such a position has been determined to be vacant by the Employer and the employee has the then present ability to perform the work required without further training. The filling of said vacancy shall occur without regard to the bidding and transfer provisions of Section 12.7 of this Agreement. If no such vacancy exists within the Department, the employee shall be treated as if he/she were subject to layoff and the provisions of Section 12.5 of this Agreement (Layoff/Recall) shall apply.

356161.1

64

If a job audit by the Employer results in a finding that the employee has been acting in a lower-rated or equal rated job, the employee shall have the option of remaining in said job or be assigned a position in his/her current classification within the department provided such a position has been determined to be vacant by the Employer and the employee has the then present ability to perform the work required without further training. If such a position is not available, the employee may bump the least senior employee in his/her current classification within the department provided the employee has the then present ability to perform the work required without further training. If the employee is the least senior employee in the classification, the employee shall be assigned to a position in an equal-rated classification within the department provided such a position has been determined to be vacant by the Employer and the employee has the then present ability to perform the work required without further training. The filling of said vacancy shall occur without regard to the bidding and transfer provisions of Section 12.7 of this Agreement. If no such vacancy exists within the Department, the employee shall be treated as if he/she were subject to layoff from the pre-audit classification and the provisions of Section 12.5 of this Agreement (Layoff/Recall) shall apply. The results of any desk audit conducted shall be made known within thirty (30) days of completion. Section 12.10 - Probationary Employees

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 shall extend the probationary period of time equal to the absence. Probationary employees continuing in the service of the Employer after 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, (1) after the first six (6) months ofthe probationary period, if the Employer intends to impose a disciplinary suspension on the probationary employee where the suspension will result in a loss of pay, prior to imposing the suspension, except in an emergency or where the employee is unavailable, the Employer shall notify the employee and the Union, and upon request from the Union, will schedule a meeting with the Union and the employee to discuss and allow the employee to respond to the accusations and/or (2) if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served ninety (90) days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served ninety (90) days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 12.4 of this Agreement.

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

ARTICLE 13 - JOB CLASSIFICATIONS

Section 13.1 - New -r Merged Job Classifications

The Employer shall promptly notify the Union of its decision to (1) establish a new job classification arguably within the unit or (2) merge job classifications if at least one is within a unit.

Upon request of the Union, the Employer shall meet and discuss the pay grade/rate and placement

within the Employer's promotional lines, as established by the Employer, for the new or merged classification.

If there is an unresolved dispute between the Employer and the Union concerning the unit placement of a new or merged job classification, the Union shall submit the issue to the Illinois Local Labor Relations Board for final resolution. If the parties agree that a proposed new classification is a successor title to a classification covered by this Agreement, or contains a significant part of the work currently performed by bargaining unit classifications, or that the new classification has similar functions or otherwise shares a community of interest with bargaining unit classifications, they shall jointly stipulate to a unit clarification. Any incumbents who are currently members of the bargaining unit as of the date of the creation of the title shall continue to be covered by this Agreement pending approval by the Labor Board provided that the Union shall file such a petition within six (6) months of receiving notice from the I^mployer of the creation of the title.

If the Union objects to the Employer's established pay grade/rate, it may appeal the Employer's decision within thirty (30) days after said meeting to Step IV of the grievance procedure. The Employer's decision of a new or merged job's placement within the Employer's promotional lines shall not be subject to arbitration, except if the Employer's decision is arbitrary or capricious.

356161 1

The arbitrator shall review the Employer's decision as to the pay grade/rale of the job duties, by comparing il to the responsibilities and working conditions of other like, or if none, similar jobs within the unit and the labor market generally, provided that the sole issue for the arbitrator shall be whether or not the Employer's decision was reasonable in light of the said factors. If the arbitrator determines that the Employer was reasonable in light of said factors, he/she shall not overturn the Employer's decision. The pay grade/rate established by the Employer shall remain in effect pending the arbitrator's decision. If the arbitrator's decision is to increase the pay grade/rate for the classification, said increase shall be applied retroactively to the date the job was established. Section 13.2 - Abolition of Job

Classifications

The Employer may abolish a job classification. The Employer shall promptly notify the Union of its decision to abolish any job classification in a bargaining unit covered by this Agreement. The Employer, upon request, shall meet and negotiate with the Union concerning the impact on employees resulting therefrom. "Negotiate", as referred to in this Agreement, shall be as defined in Section 7 ofthe Illinois Public Labor Relations Act. Section 13.3 - Changes in Job Specifications

The Employer shall continue its practice of notifying the Union of its intent to modify existing job specifications. Upon request by the Union, the Employer will meet with the Union and discuss the intended modifications and, upon request, will negotiate with the Union concerning the impact of such modifications upon employees resulting therefrom. "Negotiate" as referred to in this Agreement shall be defined in Section 7 of the Illinois Public Labor Relations Act.

ARTICLE 14 - PERSONNEL RECORDS, FORMS AND FILES

Section 14.1 - Employee Files

a) File Inspection

The Employer's personnel files and disciplinary history files relating to any employee, upon reasonable advance notice, shall be open and available for inspection by the affected employee, and/or, if authorized by the employee, a Union representative, during regular business hours, except for information that is excluded by current ordinance as ofthe date of ratification of this Agreement by the City Council or by law. Nothing herein shall prevent the employee from exercising the employee's statutory rights to inspect a document. Upon request of the Union, the Employer will make available disciplinary records which are relevant to the Union's right to process grievances and administer this Agreement.

b) Limitation on Use of File Material

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

c) Employee Notification

A copy of any disciplinary action or material relating to employee performance shall be placed in one personnel file of an employee and shall be given to the employee, who shall note receipt thereof. An employee may have placed in his/her personnel file a rebuttal to anything placed in his/her personnel file.

d) Use and Destruction of File Material

(i.) Police Department Disciplinary Investigation Files, other than Police Board cases, will be archived five (5) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, unless the investigation relates to a matter which has been subject to either Civil or

Criminal Court litigation prior to the expiration ofthe five (5) year period. In such instances, the Complaint Register case files normally will be archived five (5) years after the date of the final court adjudication, unless a pattern of sustained infractions exists, (ii.) All Departments

Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained, shall be removed from the personnel files.

Any record of discipline, including counseling and disciplinary investigation files in the Police Department, may be used for a period of time not to exceed eighteen (18) months and shall thereafter not be used to support or as evidence of adverse employment action under this Agreement, unless a pattern of sustained infraction exists for the offense in question. Section 14.2 - Forms

a) Undated Forms

No Employer representative shall demand or request that an employee sign an undated resignation or other blank form. No employee shall be required to sign such a form. Any such request shall entitle the

employee to immediate appeal to the grievance procedure.

b) Incomplete Forms

Any information placed on a form or any modification or alteration of existing information made on a form subsequent to it having been signed by an employee shall be null and void insofar as it may affect the employee, the employee's position, or condition of employment. Any employee required to sign any form shall be given a copy ofthe form at the time the employee's signature is affixed.

c) Records

All public records ofthe Employer shall be available for inspection upon request ofthe Union.

Section 14.3 - Performance Evaluations

As part ofthe 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.

It is the policy ofthe Employer to provide notice to employees reasonably in advance of a scheduled merit step increase if the employee's performance has been unsatisfactory and that the employee may not receive the step increase if his/her performance does not improve. Section 14.4 - Polygraph

The Employer shall not require an employee to take a polygraph examination if such request is illegal.

If an employee is asked to take a polygraph examination, he/she will be advised in writing twenty-four (24) hours prior to the administration of the examination of any questions for which the City will request an answer, except in

emergencies where said twenty-four (24) hour notice cannot be given, in which event as much reasonable notice as possible shall be given.

The results of a polygraph examination shall not be used against an employee.

The results of any polygraph examination shall be made known to the employee within one (1) week.

ARTICLE 15 - INFORMATION TO UNIONS

Section 15.1 - Personnel Transactions

The Employer shall monthly notify the Union in writing as to the following personnel transactions involving unit employees within each department, with work locations, if available in the Employer's records: new hires, promotions, bid numbers, if such are used, demotions, reclassification, layoffs, reemployments, transfers, leaves of absence, returns from leaves, suspensions, terminations, retirements, resignations, discharges and any other information mutually agreed to by the parties. In addition, on not less than a bi-monthly basis, the Employer's Department of Human Resources shall notify the Union via electronic mail of all new persons hired into bargaining unit positions in each Department during the prior pay period. The Union shall advise the Employer in writing of the current address to be used for the purposes of this Section. Each 60 days the Employer shall furnish the Union with a seniority roster which shall include the employee's classification, department, seniority date, home address and Social Security Number. Section 15.2 - Compu~~ter Tapes~~ Electronic Transmission

Section 15.2 - ~~Computer Tapes~~ Electronic Transmission

~~Computer tapes with information~~ Information otherwise available to the Union shall continue to be provided the Union by the Employer. Such information shall be provided by electronic transmission where possible.

ARTICLE 16 - HOUR- OF WORK AND OVERTIME

Section 16.1 - Work-Week

The work week shall begin at 12:00 A.M. Sunday and end at 11:59 P.M. the following Saturday. The normal work week consists of five consecutive workdays, Monday through Friday.

Section 16.2 - Workday

The workday shall commence from the employee's scheduled starting time. The normal workday shall be eight (8) consecutive hours, including a one (1) hour unpaid lunch period, except at the Chicago Public Library, where the normal workday shall be eight and one-half consecutive hours, including a one (1) hour unpaid lunch period. Section 16.3 - Current Schedules

All currently established schedules, including but nol limited to rotating schedules, non-consecutive work day schedules, and three and four day work day schedules shall remain in effect. The Employer shall develop a work schedule questionnaire to be completed by each Department. The Employer shall provide a copy of each response received to the Union within sixty (60) days of the Union's ratification of this Agreement. Section 16.4 - Changes in Schedules

Prior to changing a work schedule, the Employer shall give the Union reasonable advance notice and, upon request, meet with the Union to discuss the proposed changes. Section 16.5 - No Guarantee or Limitation

Nothing in this Agreement shall be construed as a guarantee or limitation on the number of hours to be worked per day or per week or for any other period of time. Section 16.6 - Overtime

All work performed in excess of 40 hours worked per week; or in excess of eight (8) hours worked per day where the employee has forty (40) hours of work or excused absences; or on Saturday as such, when Saturday is not part of the employee's regular work week; or on the sixth consecutive day worked, shall be paid for at one and one-half (1-1/2) times the regular straight-time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular work week; or the seventh consecutive day worked,

shall be paid for at two

356161.1

73

(2) times the regular hourly rale of pay. Work performed between 35 and 40 hours worked per week, which is not covered above, shall be compensated at straight time in the form of compensatory time. Until December 31, 2020, eEmployees may elect compensatory time in lieu of pay for approved overtime for work in excess of forty (40) hours worked in a week. Effective January 1, 2021, all approved overtime for work in excess of forty (40) hours worked in a week shall be compensated in the form of cash. Subject to the requirements of applicable law, any such earned compensatory time may not be accumulated in excess of 240 one hundred and sixty (160) hours.

It is further agreed that employees who work a 6-2 or similar schedule, shall not be entitled to overtime or premium pay for work during their regularly scheduled work hours on their regularly scheduled work day. Such employees who are required to work on their regularly scheduled day(s) off shall be entitled to premium pay, either one and one-half or two times the regular hourly rate of pay~~, or at the employee's option the employee sha ti4be credited with compensatory time at the 1 Vi or 2 X rate, as appro~~priate.

Employees defined as exempt in the Fair Labor Standards Act and the Illinois Minimum Wage Law (Executive, Administrative, Professional, etc.) shall not be eligible for overtime compensation under this Section. However, such employees shall be given compensatory time on an hour for hour basis for all overtime worked. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked. Section 16.7 - Overtime Procedure

(a) Overtime shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the

356)61 I

74

opportunity to work, provided the employee has the then present ability to perform the required work without

further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the job classification at the work location who have been given the option to work the overtime, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime until all employees in the classification at the work location have been reasonably afforded the opportunity to work said overtime.

(c) Employer records on overtime rotation shall be made available to the Union upon request.

Section 16.8 - Reporting Pay

When salaried employees report for work, where the employee has not been told at least three (3) hours prior to the employee's starting time not to report for work, and are unable to start work, they shall not suffer any loss of pay provided they remain on the premises ready to work, except for reasons beyond the Employer's control. Section 16.9 - Call In Pay

Employees called for work outside their regular working hours shall receive not less than four (4) hours of pay at their regular straight time or overtime hourly rate, whichever is applicable under this Agreement, except for reasons beyond the Employer's control. Section 16.10 - Standby

Where Ihe Employer requires an employee lo remain on standby, available for work, and the employee is not able to come and go as he/she pleases, such time shall be paid as lime worked.

An employee on non-compensable standby shall not be disciplined or otherwise have his/her work record

adversely affected if he/she is not available for work upon being called. Section 16.11 - Use of Compensatory Time

~~An employee shall use his/her compensatory time within ninety (90) days after it is~~

~~Employer, he or she muy continue to carry such time for up to one year, whereupon the employee may ask for liquidation of said comp time in cash, or may, subject to the approval of the Employer, continue to carry over such comp time.~~ Any banked overtime and/or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within thirty (30) days following ratification of the Agreement. In the event that this payment is unduly large, the Employer will honor a request of an employee to receive said payments over the current year and the following two (2) calendar years provided that the payments for compensatory time shall be made at the employee's then current rate of pay as of June 1, 2018.

Employees may elect to have some or all of their accrued compensatory time paid out in the form of cash not later than the second regular payday following the end of the payroll period in which it is requested.

Use of compensatory time shall be subject to the operational needs ofthe Employer. All accumulated compensatory' time in excess of 160 hours which has not been used by June 1 in any calendar year will be paid to employees in the form of cash at their current

356161.1

rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee lo use accrued compensatory time. Section 16.12 - Flexible Time

An employee may request a flexible hour or compressed work week schedule, which may be granted at the discretion ofthe Department Head. If operational needs permit the granting of some, but not all such requests, priority shall be given to the employee who the Union finds has the greatest personal need. It is understood that in exercising its discretion to grant or deny such requests, the Employer will not act arbitrarily.

ARTICLE 17 - REQUIRED UNIFORMS

All uniforms, including laboratory coats and other like special apparel, required by the Employer to be worn by employees shall be supplied without charge to any employees. The parties agree that all employees in the position of Property Custodian, Property Custodian Supervisor, and Police Aide will receive a yearly uniform allowance of $500. The parties further agree that employees in the position of Public Health Aide, Licensed Practical Nurse, and Case Manager Assistant in the Health Department will receive a yearly uniform allowance of $500. Employees in the position of Community Health Assistant (salaried) in the Health Department will receive a yearly uniform allowance of $200. Employees in the positions of Animal Care Aide I and II will receive a yearly uniform allowance of $250. Employees in the position of Phlebotomist/Certified Medical Assistant in the Health Department will receive a yearly uniform allowance of $500 paid in two installments (Spring and Fall).

ARTICLE 18 - EMPLOYEE DEVELOPMENT AND TRAINING Section 18.1 - Instruction and Training

356161.1

a) Rules and procedures regarding tuition reimbursement shall be described in Exhibit H attached, which by reference is made part of this Agreement.

b) Employees shall be granted reasonable amounts of leave without loss of pay to attend professional meetings which the Employer determines are related to their employment with the City, unless an employee absence would interfere with the operating needs of the Employer. Such requests shall not be unreasonably denied.

c) Employees may, with the written consent ofthe Department Head or his/her designee, adjust employee's schedule to permit attendance at courses of instruction. Such consent shall not be unreasonably denied.

d) Employees required by the Employer to attend training courses or seminars shall have time in attendance at such meetings paid at the appropriate rate of pay and shall be reimbursed for costs incurred by such attendance, subject to the cost reimbursement rules of the Employer. The Employer may request proof of attendance and the costs incurred. Training courses or seminars to meet Federal, State or County mandated professional requirements shall not be covered under this section, except that current practice as to paid time and course reimbursement for courses or seminars to meet Federal, State or County professional standards shall, not be diminished during the term of this Agreement.

356161.1

Section 18.2 - Upward Mobility Program

The City of Chicago and AFSCME arc committed to improving career advancement opportunities for all employees. To that end, the parties will form an Advisory Committee comprised of six bargaining unit employees and Union staff selected by the Union and up to an equal number of representatives selected by the Employer which shall be responsible for making recommendations, which the parties upon mutual agreement may adopt, as to how employees can develop necessary skills and abilities to enable them to qualify for promotional opportunities within and outside ofthe bargaining unit. The Advisory Committee's role may include, but shall not be limited to, recommending specific educational or training programs and suggesting how the Employer's existing tuition reimbursement program can be better utilized by employees to enhance promotional opportunities.

ARTICLE 19 - HEALTH AND SAFETY Section 19.1 -

General Duty

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by Federal and State laws. Section 19.2 - Limitation

It is agreed that grievances alleging violation of Section 1 of this Article may be processed through Step III ofthe Grievance Procedure of this Agreement and shall not be subject to arbitration.

Section 19.3 - Video Display Terminals (VDT)

VDT work stations, as they are added or replaced within the discretion of the Employer, shall contain glare screens, chairs with adjustable heights and back rests, foot rests and adjustable tables for holding keyboards. Pregnant employees and employees who are nursing who normally

operate VDTs shall, upon request, be given a different assignment, during their pregnancy or nursing, if one is available, where they have the then present ability to perform the required duties without further training. Such assignment shall be considered a detail under this Agreement.

Section 19.4 - Rehabilitation

The Employer shall make aware and offer referral for diagnosis and treatment to employees experiencing alcohol, drug or emotional problems lo the ~~extent~~ it ~~has the manpower~~ resou-r-~~ces to do so~~ voluntary Employee Assistance Program or AFSCME's Personal Support Program.

ARTICLE 20 - DISC-PLINE AND PREDISCIPLINARY PROCEDURES

a) All disciplinary actions, up to and including discharge, shall be subject to review only under the applicable grievance and arbitration procedures provided in Article 21. Such contractual review procedures shall be the sole and exclusive means for review of any and all disciplinary actions, and no review of any disciplinary action shall be available before the City's Human Resources Board. 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.

b) It is the policy of the Employer that discipline administered by it shall be corrective and progressive where appropriate. Consistent with this policy, the Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension (up to 30 days) or discharge, depending upon various factors, such as, but not limited to, the severity ofthe offense or the employee's prior record. Such discipline shall be

356161 i

80

administered as soon as practical after the Employer has had a reasonable opportunity lo fully investigate the matter.

In cases of oral warnings, the employee's immediate supervisor or senior supervisor in the employee's chain of command shall inform the employee that he/she is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor or senior supervisor in the employee's chain of command shall meet with the employee and notify him/her ofthe accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee of 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 conveniently available, who shall be given the opportunity, if the employee requests, to rebut the discipline and request further pertinent information.

The Employer will notify the relevant local Union at the time the Employer notifies the employee that such meeting will be held. The Employer shall not have to unreasonably defcr or avoid its intended disciplinary

action because of the unavailability of an employee representative, taking all of the circumstances into account. The Employer is not obligated to meet with the employee prior to taking disciplinary action where the employee is unavailable or in emergency situations. The Employer's failure to satisfy this Article 20(b) shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement ofthe reasons therefore. The employee shall initial a copy, noting receipt

only, which shall be placed in the employee's file. In the event of a discharge, the Employer shall also notify the Union via electronic mail. The Union shall advise the Employer in writing ofthe current email address to he used for purposes of this Section.

In the Department of Police, the pre-disciplinary procedures provided for in the preceding paragraph may be performed by the employee's immediate supervisor, senior supervisor in the chain of command, any investigator who participated in the investigation or the investigator's supervisor.

In the event that a discharged employee appeals an adverse decision of the Human Resources or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Human Resources or Police Board is reversed or remanded resulting in restoration of the job, the Employer will pay the employee's reasonable attorney's fee' which he or she has incurred in connection with the court proceeding, excluding fees incurred before the Human Resources or Police Board. The employee shall submit a post-appeal fee petition to the Employer, which shall be supported by full documentation of the work performed, the hours expended, and the rates paid by the employee. Should the parties be unable to agree on the proper amount of the fees to be paid to the employee, either party may refer the dispute to arbitration under the relevant provisions of this agreement.

(c) Conduct of Disciplinary Investigations. Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

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

356161 1

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

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

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

E. At the beginning of the interview, the employee shall be informed ofthe 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 ofthe 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 ofthe 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.

.1. The Employer shall not compel an employee under investigation to speak or testily 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. ln the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in the same arbitration proceeding in which the disciplinary action is heard.

O. Any evidence or information including employee statements that is obtained in violation ofthe 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.

Should during the life of this Agreement the City Council enact an ordinance which transfers the investigative authority of the Inspector General to another City Department or agency, the provisions of this Section shall be deemed to be applicable to that Department or agency.

ARTICLE 21 GRIEVANCES AND ARBITRATION

a) Matters which are management rights, except as expressly abridged by a specific provision of this Agreement, and disciplinary action of suspensions of over thirty (30) days and discharges shall be excluded from this grievance procedure. Suspensions of over thirty (30) days and discharges shall be governed exclusively by the terms of Section 21.1(b) below.

b) 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 ofthe circumstances or conditions of employment, shall be exclusively settled in the following manner and there shall be no strikes, slowdowns, or work stoppages during the life of this Agreement.

(c) The Union and the Employer agree that all grievances should be resolved expeditiously at the lowest practical level of the grievance procedure. Therefore, the parties agree that, at all steps of the grievance procedure, Union and Employer representatives shall be

356161 1 '"

85

vested with sufficient authority, shall engage in meaningful discussion, and shall'make a good faith attempt to resolve all grievances which are pending at their level.

(d) The Union and the Employer agree that, in order to further their mutual goal of resolving grievances at the lowest practical level, sharing of relevant information is required. For that reason, the parties recognize the obligation of their representatives at each level ofthe grievance procedure to provide information that is available or reasonably obtainable in a timely manner. Failure to provide relevant information in a timely manner shall constitute a violation of this Agreement.

(c) A grievance should specify the alleged contract violation by the Employer, the approximate date, time and place of said violation, the contract section or sections alleged to have been violated, the names of any grievant(s) on whose behalf the Union is seeking a remedy, and a statement of facts and circumstances giving rise to the grievance so as to permit a timely investigation and response by the Department. During the grievance process, the Department should give a specific reason if it denies a grievance. Section - 21.1-a) Grievance Procedures

It is agreed that the time limitations set forth herein are ofthe 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.

Before a formal grievance is initiated at Step I, the employee and/or the Union may discuss the matter with the employee's immediate supervisor. A steward may be present at such discussion. If the problem is not resolved in discussion, the following procedure shall be used to adjust grievances. Step I

356161.1

86

A. The employee and/or the Union shall raise the grievance in writing within 15 calendar clays of

having knowledge ofthe event which gives rise to the grievance.

B. The immediate supervisor will render his/her decision to the employee and the Union in writing within five (5) calendar days after the grievance is presented.

Step II

A. If the grievance is not settled at the first Step, the Union representative and/or the employee shall have the right to make an appeal in writing on a mutually agreed upon form to the Department Head's designee, a senior supervisor, within 10 calendar days after the date ofthe decision by the immediate supervisor, or the date such answer was due. The name of the senior supervisor who is the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union.

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

Step III

A. If the grievance is not settled in Step II, the Union or the employee may appeal in writing to the Department Head within 10 calendar days of receipt of the senior supervisor's decision, or the date such answer was due.

B. The Department Head or his/her designee shall meet with the Union in an effort to resolve all pending grievances. The frequency and duration of Department level meetings shall be dictated by the number of grievances pending, but such meetings shall be convened at least every thirty (30) calendar days, or more frequently as the parties may mutually agree. All pending grievances shall be discussed. After a grievance has been discussed at a Step III

meeting, either party may place the grievance on hold status. There shall be only one hold per grievance and any deviation from this shall be on a case by case basis, following mutual consultation and agreement. The grievance shall be

resolved or denied and said resolution or denial shall be committed to writing within seven (7) calendar days ofthe resolution meeting.

C. If an arbitrable dispute is not settled at the third step, either the Union or the Employer shall notify the other in writing within 30 calendar days of receipt of the Step III decision, that it requests final and binding arbitration of its grievance. The Union or the Employer, but not an individual employee or employees, may submit an unresolved arbitrable dispute to arbitration by serving a written request lo arbitrate. Written notifications from the Union shall be sent to designated representatives of both the affected Department and the Department of Law. Written notifications from the Employer shall be sent to designated representatives of both the affected Local Union(s) and Council 31. Step IV

A. If the matter is not settled in Step III, the following procedures shall apply. On or before the last work day of each month, at a time and place agreed to by the parties, a designated representative of the Employer and staff representative(s) of the Union shall meet for the sole purpose of selecting arbitrators for all outstanding arbitration requests and deciding whether or not a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct the hearing within a period of not more than thirty (30) calendar days, unless the parties agree to a longer period. If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days, and the parties do not otherwise agree to a longer period, the next panel member

356161 1

88

in rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator.

The hearing shall be conducted under the following procedures:

a) the hearing shall be informal;

b) no briefs shall be filed or transcripts made;

c) there shall be no formal rules of evidence;

d) the hearing shall normally be completed within one day;

e) the arbitrator may issue a bench decision at the hearing but in any event shall render a decision within seven (7) calendar days after conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. An arbitrator who issues a bench decision shall furnish a written copy ofthe award to the parties within seven (7) calendar days of the close of the hearing.

The decision by the arbitrator shall be final and binding, except that it shall not be regarded as precedent or be cited in any future proceeding.

B. A rotating Roster of Arbitrators shall be used by the parties. Not later than thirty (30) days following the signing of the agreement, the Employer and the Union will select a roster of ten (10) arbitrators. All arbitrators shall be selected by mutual agreement. Arbitrators will advise the parties of their fees and expenses prior to selection and will be expected to-charge such fees and expenses. The fee and expenses ofthe arbitrator shall be borne by the party whose position is not sustained by the arbitrator. In cases of split decision, the arbitrator shall determine what portion each party shall be billed, based upon which party, if any, substantially prevails. In the event of a cancellation or postponement of a scheduled arbitration, the canceling or

postponing party shall bear the entire fee, unless the parties expressly agree otherwise. In the event of a settlement, the parties shall share any fees equally. Prior to scheduling a court reporter, the parties shall discuss whether or not there is a need for a transcript of the hearing. The cost of a transcript and court reporter shall be shared if both parties order copies ofthe transcript. In the event only one party orders a copy, that party shall bear the entire cost ofthe transcript and court reporter. In the event that neither party requests a transcript but if the arbitrator requests a copy of the transcript, the cost ofthe arbitrator's transcript shall be shared equally if

mutually agreed to by the parties.

The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representatives and witnesses. Immediately upon selection of an arbitrator, the parties shall notify the arbitrator of his or her appointment, and schedule dates for a hearing. Arbitrators shall conduct a hearing within ninety (90) days of notice that a grievance is ready for arbitration unless the parties agree to a longer period, and submit their decision within thirty (30) days following such hearing. At least thirty-five (35) days prior to the scheduled hearing date on any regular arbitration, the parties' respective representatives will confer, either in person or by telephone, for the purpose of discussing the issue(s) to be arbitrated, documents and witnesses to be presented, specific information requests concerning the grievance at issue, possible stipulations, and whether a court reporter will be requested.

C. The Roster of Arbitrators will be listed in alphabetical order on a list retained by both the Employer and the Union. Upon a Step IV request for arbitration, arbitrators will be designated by the parties in alphabetical rotating order and subsequently contacted to obtain the arbitrator's commitment to arbitrate the respective grievance within the stated time limit within

seven (7) days from the date the grievances are submitted to the arbitration process. If an arbitrator is not available to hear a case, the next arbitrator in rotating alphabetical order will be chosen. The parties may mutually agree not to use a particular arbitrator for a specific case, or to select an arbitrator who is not on the roster.

The parties may agree to submit more than one (1) grievance to a selected arbitrator. Every year each party has the unilateral right to remove up to three (3) arbitrators from the Roster of Arbitrators and have them replaced with other arbitrators selected in the same manner as the initial selection.

The parties may mutually agree at any time to remove any arbitrator from the panel of ten (10). If the parties so

agree, they may mutually agree to replace such arbitrator with another arbitrator who is mutually acceptable. If, because of such removals, the Roster of Arbitrators falls below eight (8), and the parlies cannot agree on replacement arbitrators, the parties shall contact the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) arbitrators (excluding those already on or removed from the roster) in the Chicago area for each vacancy on the roster below the complement of eight (8). The parties will then alternately strike names' from each such list of arbitrators until one (1) remains from each so that the remaining number of acceptable arbitrators is sufficient to bring the total roster to at least eight (8), or such number greater than eight (8) as the parlies may agree.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this agreement and does not fall within a Section of this Agreement which is nol arbitrable. Questions of arbitrability shall be decided by the arbitrator. 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. The arbitrator shall have

356161 1

91

no power lo amend, add to. subtract from or change ihe 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, provided no party has intentionally refused to participate in the arbitration hearing. The decision ofthe arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Nothing in this Agreement shall preclude the parties from agreeing on supplementary or "fast track" arbitration procedures for certain cases.

Section - 21.1-b) Procedures for Arbitrations of Suspensions of Over Thirty (30) Days and Discharges.

(1) In the event that the Union intends to seek arbitration of any suspension of over thirty (30) days or any discharge, the Union shall notify the Employer in writing, within fifteen

(15) calendar days of the effective date of the suspension or discharge, that it requests final and binding arbitration ofthe suspension or discharge. The Union shall submit its written request for final and binding arbitration to the affected Department and the Department of Law.

2) Within five (5) working days of service of the arbitration request on the Employer, a representative from the Union and a representative from the Employer's Department of Law shall confer and select an arbitrator.

3) The terms of Step IV B and Step IV C of Section 21.1(a) above shall also apply to arbitration of suspensions of over thirty (30) days and discharges, except only that the arbitrator shall conduct a hearing within sixty (60) days of being notified by the parties of his/her selection, and the arbitrator shall submit his/her decision within thirty (30) days following the close of hearing, unless the parties mutually agree otherwise. If an arbitrator informs the parties that

356161 1

he/she is unable lo comply with said time frames, the parties will select another arbitrator, unless the parties mutually agree otherwise.

4) At any step ofthe procedure set forth in this Section 21.1 (b) prior to Arbitration, the Union may request a meeting with the Employer to discuss resolution of a grievance involving a discharge or suspension of more than 30 days. A representative ofthe Union and a representative ofthe Employer shall meet within 5 work days of the receipt of such request. Such meeting shall not extend or toll the time requirements set forth in Section 21.1(b)

5) It is agreed that the time limitations set forth in this Section 21.1(b)(U [arc] ofthe essence, and that any request for arbitration not in compliance therewith shall not be considered arbitrable, unless said time limitations are extended by written agreement of both parties to this Agreement.

Section 21.2 - Reasonable Time For Union Stewards/Meeting Rooms/Miscellaneous Grievance Provisions

(a) A Union representative, a grievant, and Union Steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and "process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably.

A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer

356161 1

93

directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

b) If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject lo the Employer's reasonable rules for the Union's use of such facilities.

c) Upon request, there shall be a meeting at each Step of the Grievance procedure. A steward may be present at each Step's meeting. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. Any settlement at Step I, II or 111 shall be binding upon the Employer, Union and the aggrieved employee or employees. A grievance may be withdrawn without prejudice to the union. Failure of the Employer to answer a grievance within the time limits herein shall automatically cause the grievance to advance to the succeeding step of the procedure.

d) An Employer or Union grievance may be filed at Step III. Certain issues which by their 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, may be filed at the appropriate advance step where the action giving rise to the grievance may be resolved.

The Union may initiate grievances concerning denial of promotions at the third level of the grievance procedure. The parties agree that the Union may schedule for resolution promotional grievances at the first fourth step meeting which is scheduled after the third step answer is rendered, or such answer was due.

Such grievances, unresolved at the fourth step meeting, shall be scheduled for arbitration within sixty (60) days ofthe fourth step meeting.

356161.1

94

e) If the grievance or arbitration affects more than one (1) employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class. Provided, however, that the Arbitrator may not entertain the grievance on behalf of. nor award a remedy to, any individual employee not specifically named in the grievance, unless the Union identifies the entire class with reasonable specificity, as soon as the Union could reasonably have knowledge of such class.

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

g) The Union shall designate the Union stewards and representatives and shall supply a list of names to the Director of Labor Relations.

h) Upon request, at any step of the grievance procedure prior to Arbitration, the Union shall be given specific documents, books, or papers reasonably available and pertinent to the grievance under consideration to which the Union is legally entitled.

Section 21.3 - Mediation

The parties may jointly agree in writing to submit an arbitrable dispute to mediate in lieu of arbitration. The mediator will be subject to the mutual agreement ofthe parties. Proceedings before the mediator shall be informal. The rules of evidence will not apply. No record ofthe mediation conference shall be made. The mediator will have the authority to meet separately with any party, but will not have the authority to compel the resolution of a grievance. If no settlement is reached during the mediation conference, the mediator shall provide the parties with

an immediate oral advisory decision which shall include the basis thereof, unless both parties agree that no such decision should be provided. The mediator's advisory decision, if accepted by both parties, shall not constitute a precedent, unless both parties otherwise agree. If no settlement is reached al mediation, the Union is free to arbitrate the grievance, provided it advises the Employer in writing within ten (10) days following the mediation conference. In the event a grievance which has been mediated goes to arbitration, the mediator may not serve as the arbitrator. Nothing said or done by the mediator may be referred to or introduced into evidence at the arbitration hearing and nothing said or done by either party in the mediation conference may be used against the other parly in arbitration. Participation by either party in mediation does not prejudice their rights to participate in arbitration as provided in this Agreement. The fees and expenses of the mediator shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representative. Section 21.4--Gricvance Resolutions.

On a case by case basis, the parties may mutually agree to include in a grievance settlement language specifying the date for implementation ofthe settlement.

The City will provide notice to the Union when a monetary payment required by a settlement agreement or arbitration award has been implemented. In order to expedite resolution of any claims that an employee has not been paid

in accordance with the terms of a settlement agreement signed by the Union, or in accordance with the terms of an arbitration award, the Union shall submit all such claims to the Department timekeeper on the "Employee Payroll Inquiry Form" provided by the Employer, and included in this Agreement as "Exhibit L." When submitting the form, the Union shall attach a copy of the fully signed settlement agreement. The Union's submission of such Form shall toll the period for further processing of any grievance

.356161 I

96

filed with respect to that claim until such time as the Employer has investigated the claim and provided the Union with a final response.

ARTICLE 22 - CONTRACTING OUT

a) The Employer will attempt to have employees perform bargaining unit work 'where practicable; however, the Employer reserves the right to contract out work for reasons of

efficiency or economy.

b) It is the policy of the Employer to involve the Union in a Department's decision making process concerning potential contracting out in order for the Union to provide its view as to the desirability and feasibility of proposed contracting out, and to suggest alternatives to the Department. To facilitate that involvement, the Employer and the Union shall establish a subcommittee to examine all contracting out situations to determine how such work could alternatively be, or continue to be, performed by the Employer except in emergency situations. The Employer members will work cooperatively with the Union so that the Union may submit suggested alternatives and/or proposals, as provided for herein. Accordingly, at least forty-five (45) days before the Department makes a final decision to give Public Notice to outside contractors to bid on contracting out of bargaining unit work, (including the solicitation of "term contracts" as that type of agreement is currently understood by the parties), the Employer shall provide the Union with notice of the proposed contracting out. Upon request, the Employer shall meet, with the Union to discuss its proposed

decision not later than ten (10) days of receipt of such request. Such discussion shall include an explanation of the Employer's rationale for the proposed contracting out. The Employer shall also, upon request, provide information that is reasonably available about its current operations including the current level of services, the job classifications providing the services, the cost ofthe services and other factors that have lead the

department to consider contracting out. In the event the Employer does not receive a request by the Union to meet within that ten (10) day period, the Employer may proceed to seek bids from potential contractors.

c) To facilitate the involvement ofthe Union during the period prior to giving Public Notice to potential contractors, the affected department shall work with the Union to review and discuss any Union proposals to avoid contracting out the work. Such discussions may include but not be limited to reorganization of department operations, consolidation or modification of job classifications, market and other analyses in order to identify improved methods of service delivery. The department and the Union will discuss such proposals, including their feasibility and ways to improve the proposals in order to avoid the contracting out. The department and the Union shall also identify, and the department shall endeavor to provide, such additional information as is needed in order to prepare the proposal and/or evaluate its feasibility. These discussions shall continue, upon request of either party, after the department gives Public Notice.

d) Should the Department determine, following the meetings provided for in paragraphs (b) and (c) above, to seek bids from potential contractors, it will advise the Union of that fact at the time it gives Public Notice to prospective bidders. Such notice to the Union shall include a detailed description of the service(s) and position(s) anticipated to be impacted by the contract, including title code and job description; the number of employees in each affected position, by title; the anticipated implementation date of the proposed privatization; and a copy of any analyses or studies or other information, prepared by the department in connection with the proposed contract if available. A copy of the Public Notice shall also be made available to the Union on the

City of Chicago website.

356161 1

e) If after receipt of said bids the Department determines to accept a bid and enter into a contract with an outside contractor, the Employer shall give notice of such contemplated action lo the Union at least thirty (30) days prior to entering into a contract. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description ofthe work to be performed, any contemplated impact on bargaining unit employees, any plan of assistance for impacted bargaining unit employees, and any other relevant data including the proposed awardee's proposal, to enable the Union to discuss with the Employer alternatives to such action, including a copy of an economic analysis performed by the Office of Budget and Management for the purpose of comparing the fully allocated costs of providing the contracted service by the proposed contractor and by City personnel, any analysis of the projected savings anticipated as a result of the contracting out, and any material revisions to infonnation previously provided pursuant to paragraph (d) above. Fully allocated costs, for purposes of this paragraph, shall include the contractor's and the City's personnel, employment and benefits costs, where practicable.

f) Upon request, the Employer shall meet with the Union for informational purposes within three (3) days of receipt of such request. Within fourteen (14) working days of receipt of the notice, the subcommittee will meet, review any proposals the Union wishes to make to the Employer and compare such proposals to any bid or proposal being considered for acceptance. The department shall provide reasonable information requested by the Union during the fourteen (14) day period in order to facilitate the Union's development of its proposal. The Employer will give the subcommittee its final response on contracting out not later than ten (10) calendar days following this meeting.

356161.1

(g)(i) Term Contracts. Should the Employer determine lo enter into a "term contract" (as that type of agreement is currently understood by the parties), the following procedures shall apply in lieu of the foregoing requirements of this Article. The Employer shall provide the Union with forty-live (45) days notice before entering into any term contract with an outside contractor. During that 45 day period, the Employer shall meet with the Union within ten (10) days of its request to do so for the purposes of explaining the Employer's proposed rationale for entering into the term agreement.

(ii) Thereafter, at the time the Employer determines that it wishes to implement the term contract to perform bargaining unit work, the Employer will provide the Union with notice of its intent to utilize the services of the contractor, and with the information required by paragraph (d) of this Article. The Union shall make a request lo meet with the Employer within ten (10) days following receipt of that notice. Not later than three (3) days following the Union's request to meet, the Employer will meet with the Union to discuss the scope of work to be performed by the contractor and the impact, if any, on the bargaining unit, and will share with the Union all relevant information relating to that work to the extent il has nol already been provided to the Union. Upon request, the parlies will meet, review any proposals the Union wishes to make to the Employer, and compare such proposals to any bid or proposals being considered for acceptance, provided that such proposals are made within ten (10) days of said meeting unless the parties mutually agree to a different date. It is understood that the Employer is required to meet with the Union under this paragraph prior to the first implementation of the term contract, and not each subsequent time the contract thereafter may be utilized, provided that subsequent work is consistent with the information previously provided.

356161.1

(li) In the event that a Department other than the one which originally entered into a contract determines that it wishes to use the same contract lor the performance of work in that second Department, that Department shall follow the

same procedures as required by paragraph (f), including the forty-five (45) days notice.

(i) If bargaining unit employees would be laid off by the proposed contracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs the Employer has declared lo be vacant in the Department, or other Departments, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work. Prior to the contracting of bargaining unit work, the Employer, the Union, and the proposed contractor shall meet to discuss the employment of employees subject to layoff. The Employer will request that the contractor hire laid off employees.

ARTICLE 23 - NO STRIKE/NO LOCKOUT Section 23.1 - No Strikes

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind. Section 23.2 - Union Efforts

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages,

strikes, picketing, intentional slowdown or suspension of work, including; (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct. Section 23.3 -

Discipline

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article. Section 23.4 - No Lockout

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

ARTICLE 24 - NON-DISCRIMINATION Section 24.1 - Prohibition Against Discrimination

The Employer agrees not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual preference, marital (including parental) status, age, national origin, or mental and/or physical handicap. Section 24.2 - Union Activity

The Employer agrees that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Labor Relations Act or by this Agreement, or on account of membership in, or activities on behal f of the Union. Section 24.3 - Union Non-Participation

356161 1

The Union shall not advise or represent employees before any Federal or State antidiscrimination administrative agency where the events giving rise lo the employee's claim have been arbitrated under the grievance procedure of this Agreement. Section 24.4 - Employer/Union Cooperation

The Union and the Employer shall work cooperatively to ensure equal employment opportunities in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts.

ARTICLE 25 - ~~DUES C H~~ECK-Q-EF7~~F AIR SHARE~~-DUES DEDUCTION Section 25.1 - Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union

dues, assessments and initiation-fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. ~~Authorization for such deduction shall be irrevocable~~

~~period~~ ~~prior-to~~ ~~the~~ ~~exp~~iration-of-this-Ag~~reement.~~ The Employer shall honor the employees' individually authorized deduction form and shall make such deductions in the amounts certified by the Union for union dues, assessments, and fees; and P.E.O.P.L.E. contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions, to the extent permitted by law. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorneys' fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Section 25.1, ~~25.2, 2~~5r3-and-2-5r4 of this Article, or

356161 1

in reliance on any list, notice, certification or assignment furnished under any of such provisions in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide lo the Union within thirty (30) days name, address, department, classification, rate of salary and starling date of any new employee hired into the Union's bargaining unils. Section ~~25.2 Fair Sh~~are

Agreement ~~or the em~~employeeV-date-of-~~hirc, the Emplo~~yer ~~s~~hajl-dednet4r^r4he-ear-nings-ef ~~employees who are not membe~~rs-of-the ~~Union, a monthly amount as certified by the Union~~ and-shali-~~remit such ded~~«etions-te-~~the Union at t~~he-same-tiffle-that:-

TxTTll IXTVV*•

eh-eer-tifieatk

~~Fair Share payments shall be deducted and their work locations.~~

tt-is-understood that the amount of deduction from said no«-member bargaining

employee's Fair' Share-cost-of-tlte-collective bargaining-process, ~~contract administration~~

Public T^ab or ~~Relations Act in~~-protecting the rig4vt-of-non-associa4k

356161.1

upon the4>ona-f4xJe-reJig4ous-tene^

w4Heh-such-employee.s ~~are members.~~

Seetion-25r4-~~Condi t i mi~~-of-Employment

Fracir-empJoyee-wiio-on-the-efie^^

~~Union, and~~-each-employee ~~who~~ beeomes ~~a member after that date, shall, as~~ a-condition-of em p 1 oy ment^-ma intain-hi s/h er-m e ~~m b e r s hi~~ p-i n-good-stand h

term

red-as-a-eondition-of

ement?

~~All employees-who-are not me~~mber-s-e ug-im

employment, ~~thirty (30)~~-days-af-~~ter the later~~-of-tlte-exeeurion €r&tO^ to p ~~ay a~~ ~~Fair Share of the cost of the-eotlective ba~~

Teetim

Section 25,5-25.2 Notification of Dues Change

Any change in the amount of dues to be deducted or Fair Share fees to be withheld shall be communicated to the Employer by the Union at least fourteen (14) days prior to the effective date of such changes.

Section 24*6 25.3- P.E.O.P.L.E. Deductions

The Employer agrees to deduct from the pay of those employees who individually request il P.E.O.P.L.E. contributions.

~~**Such deductions-shall be remitted to the Union semi mo**~~**ntbly-aiong-wit**

lem-a

Section 25,7 25.4- Failure to Make Timely Deductions.

356161 1

The Employer shall make all reasonable efforts to make the deductions provided for in Sections 25.1~~,~~ ~~25.2~~ and 25.36, and to remit the sums so deducted lo the Union in a timely fashion, ln the event the Employer through error or omission fails to make said deductions, the Employer shall do so immediately upon notice from the Union of said failure. The Employer shall not be liable for damages should the Employer fail to make the proper deductions, provided that the error or omission was made in good faith, that the Employer corrects the error or omission promptly, and that the failure to make deductions pursuant lo Sections 25.1~~,~~ ~~25.2~~? and 25.36 was not the result of the Employer's failure to comply with other sections of this agreement.

The parties shall form an ad-hoc committee of City and Union-designated representatives for the purpose of determining how to reduce the errors in dues and fair share deductions and to make improvements in deduction procedures. Such representatives shall have the knowledge and authority to make agreed upon improvements. The committee shall report to the Parties on its recommendations on possible improvements in deduction procedures which shall be considered for implementation by the

Employer. Section 25.5 - Deduction Information

Deductions shall be remitted to the Union semi-monthly along with a list of the names, social security numbers and amount of deduction of each employee for whom a remittance is being made.

ARTICLE 26 - COMPLETE AGREEMENT Section 26.1 - Agreement to Contract Content

356161 1

The parties acknowledge that during the negotiations which preceded 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. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Employer agrees that during the term of this Agreement it shall not change any past practice and/or policy with respect to wages, hours, conditions of employment or fringe benefits of employees without prior notification and discussion with the Union. Where past practice conflicts with the terms of this Agreement, this Agreement shall prevail. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter nol specifically referred to or covered in this Agreement.

Section 26.2 - Extension of Benefits

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

Section 26.3 - Printing of Agreement

The Union will have this Agreement printed in booklet form. Employees shall receive a copy of the printed Agreement. The Union shall receive a reasonable number of extra copies. The Employer shall pay half the Union's cost of printing.

If the employer does not reimburse the Union within sixty (60) days of its receipt ofthe bill, the Employer will be liable for the full cost of printing. Section 26.4 - Separability

Should any part of this Agreement or any provision contained herein be determined to be contrary to law, all other provisions shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provision within a reasonable period of time upon request of either party.

ARTICLE 27 - DRUG-AND ALCOHOL PROGRAM Section 27.1 -

Policy Statement

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

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

356161.1

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 27.2 - Definitions

a) Alcohol: Ethyl alcohol

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

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

d) Employee: all persons covered by this Agreement.

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

f) Reasonable Cause: erratic or unusual behavior by 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.

356161 I

Section 27.3 - 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 Article 20 of this Agreement.

Section 27.4 - Drug and Alcohol Testing

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

356161 I

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

ii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one (1) year period.

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

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 Department of Health and Human Services, 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, which test need not be administered in a laboratory.

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

356161.1

111

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 presumpti vely establish that the tested employee was under the influence of alcohol.

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

h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner will inform the applicable Department Head of any employee who tests positive for alcohol or drugs, who in turn will initiate disciplinary proceedings under Section 27.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. Any employee whose test result is positive may elect, at his or her expense, to be retested by the same or other laboratory satisfactory to the Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. Positive results of said retesting shall be conclusive as to the presence of alcohol or drugs. The failure to take a sufficient sample, or to preserve such sample, to allow for retesting, shall not affect the removal from eligibility of an applicant or personnel action, including discharge, of any employee.

(j) No laboratory report or test results shall appear in the incumbent's personnel file unless they are part of a personnel action under this program, but shall be placed in a special locked file maintained by the Commissioner of Personnel, except as such disclosure may be required by this policy, law or ordinance. Section 27.5 - Employee Assistance Program

356161 1

Employees arc encouraged lo seek help for a drug or alcohol problem before il deteriorates into a disciplinary matter and may participate if they wish in the voluntary Employee Assistance Program or AFSCME's Personal Support Program.

ARTICLE 28 - RATIFICATION AND TERMINATION

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

This agreement shall be effective as of said dale of ratification by the City Council and shall remain in full force and effect from said date to June 30, 204-7 22, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) 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.

356161 I

ARTICLE 28 - RATIFICATION AND TERMINATION

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

This agreement shall be effective as of said date of ratification by the City Council and shall remain in

full force and eifect from said;date to June 30, 2022, both inclusive. Thereafter,, it shall automatically renew itself from year to year unless at least sixty (60) 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.

American .Federation of State Count}' and Municipal Employees Councif^l^^

City of Chicago

Dated:

Dated: to/3)/ 1 f

American Federation of State, County and Municipal Employees Council 31 ("Union^) and the City of Chicago ("Employer") agree that where, in the course of negotiating the Principal Agreement dated (D , 2018, either the Employer or the Union withdrew any of its proposals in the interest of reaching an agreement neither the Employer nor the Union will rely upon the Union's or the Employer's withdrawal of proposals as evidence of any Union or Employer intent in any future arbitration, or for any other purpose whatsoever.

American Federation of Stated Counfy and Municipal Employees Council 31

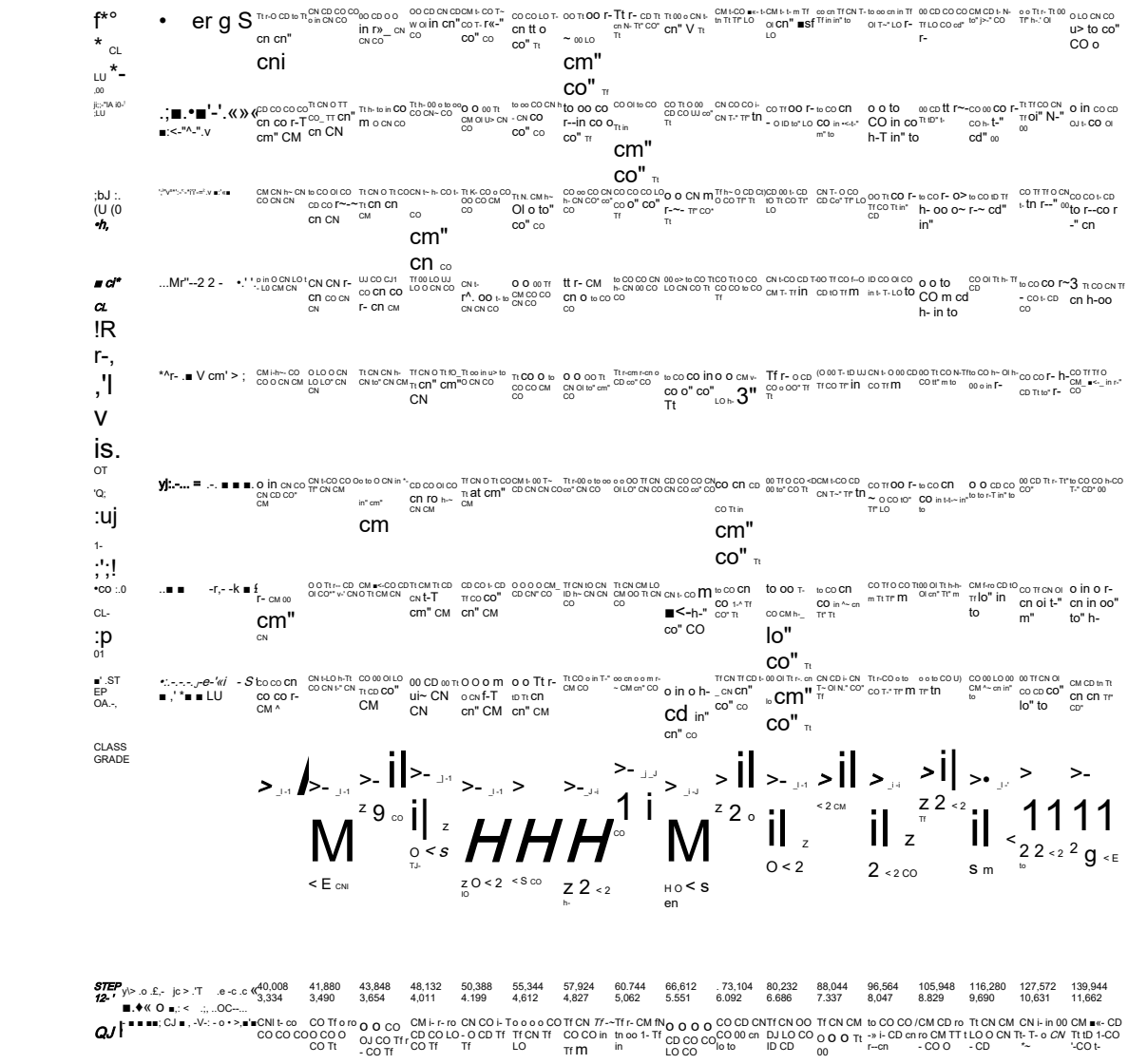
City of Chicago

By:

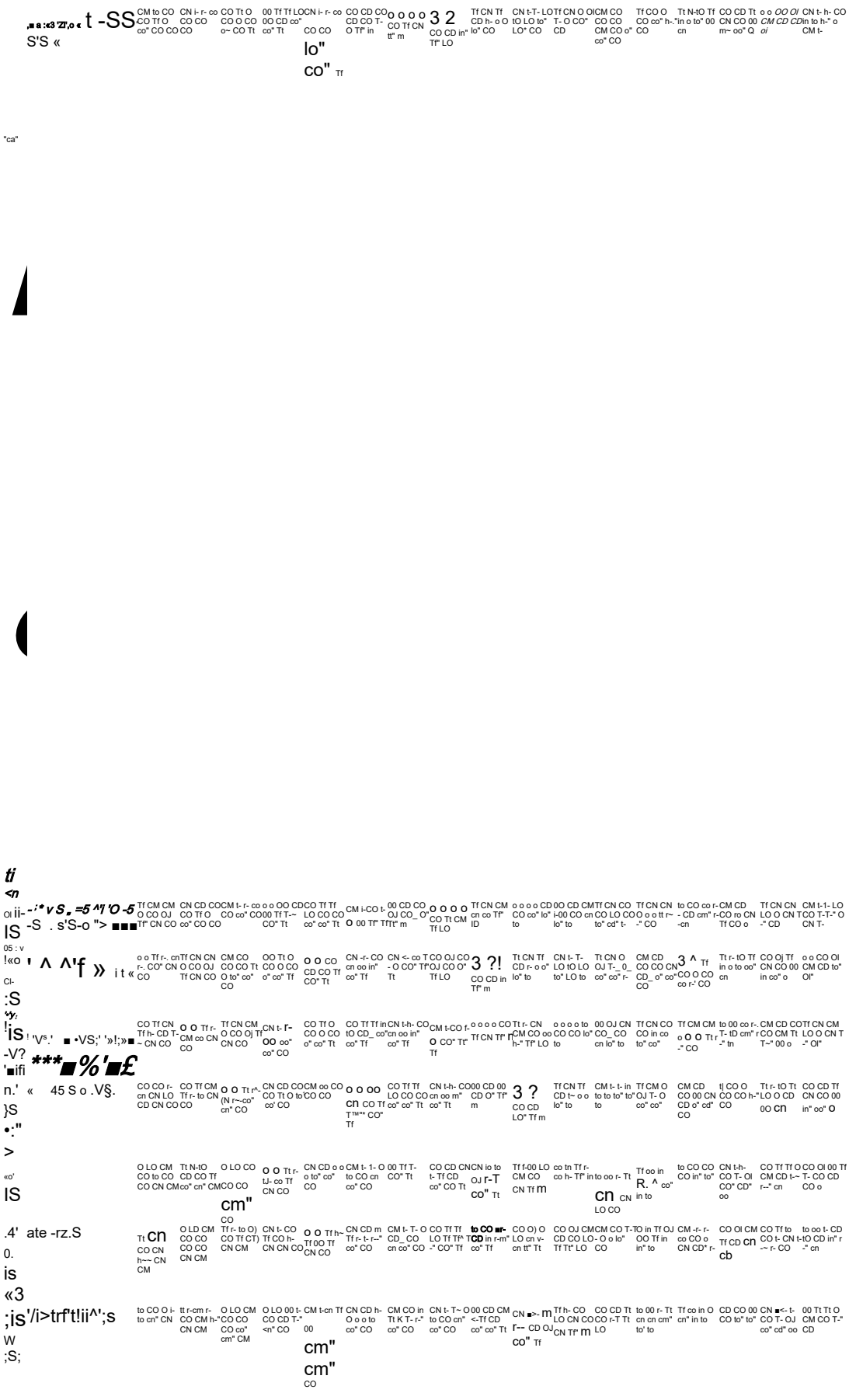
Dated-, /^/^■^//Y

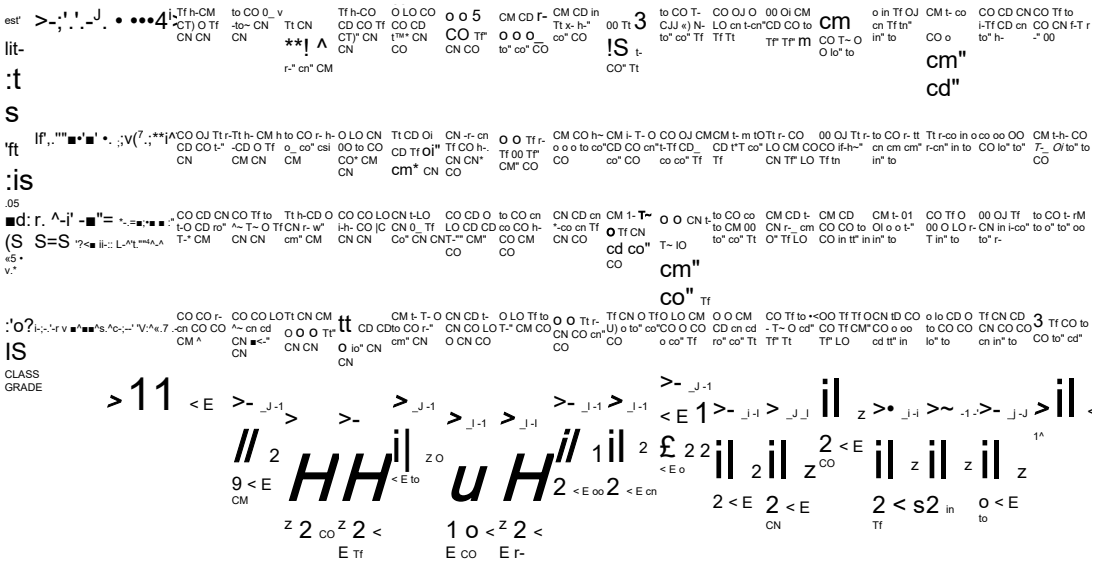
Dated: (*> / 3 / / / /

CO
C
03



STEP 12-	40,008 3,334	41,880 3,490	43,848 3,654	48,132 4,011	50,388 4.199	55,344 4,612	57,924 4,827	60.744 5,062	66,612 5.551	73,104 6.092	80,232 6.686	88,044 7.337	96,564 8,047	105,948 8.829	116,280 9,690	127,572 10,631	139,944 11,662
QJ																	





^2
ra _
i s

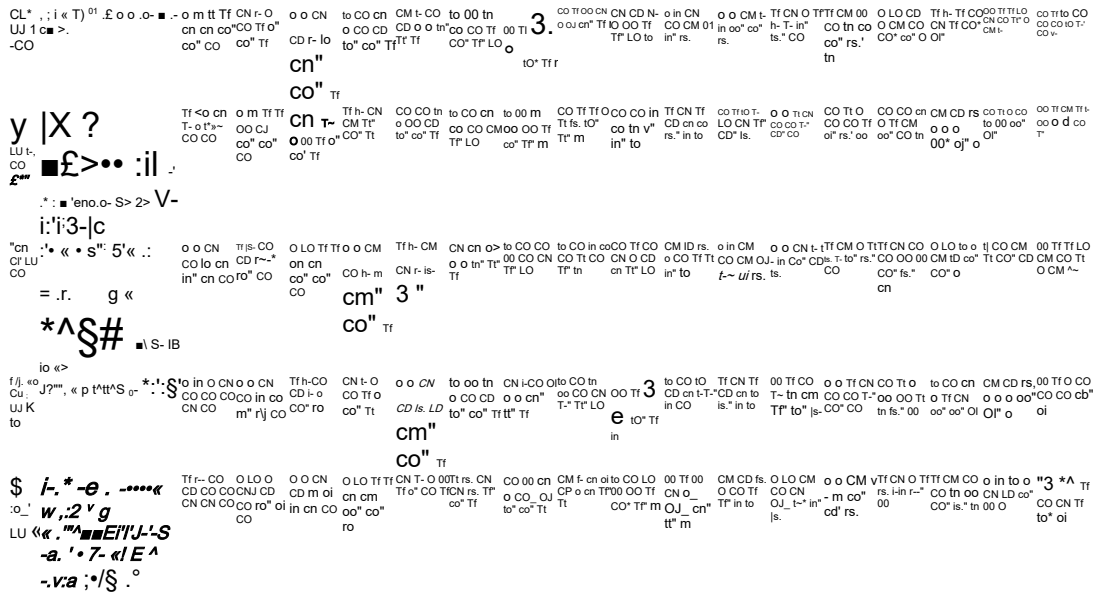
o

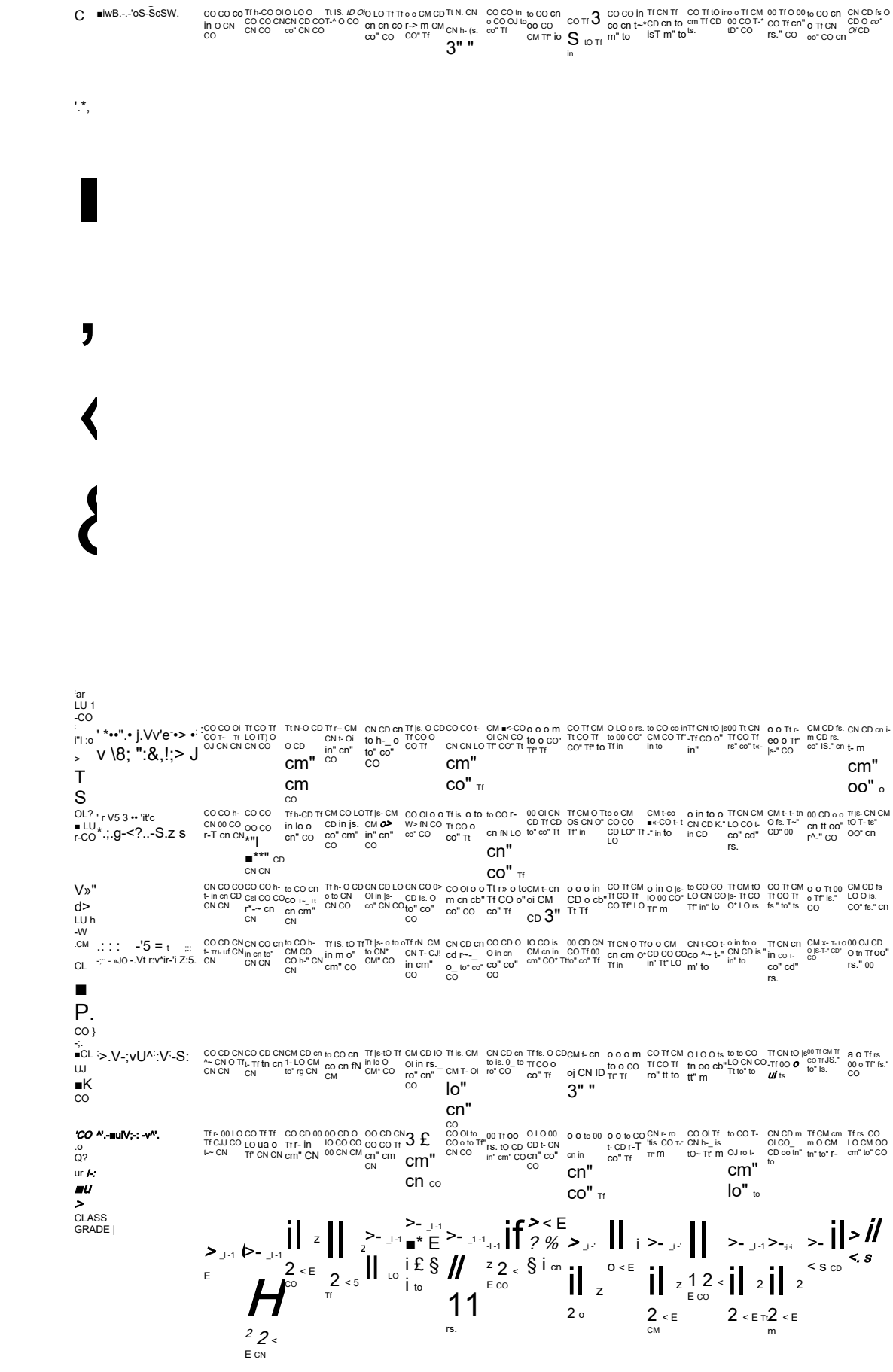
CD UJ
_J
13
Q LU X
8 to

c m ■«, o .,. ■.'. ■. < ■ « .'Aio.-S-^.C-'SV* Qj UJ ;V> ffi -a o tV5 ■^.-'-gv[i].:5J[u].;' ' KL'"*-! -i-' -Vi-L'"! '. ;

40,812	3/01 42,720 3.560	44,724 3,727	49,092 4.091	51,396 4,283	56,448 4.704	59,088 4,924	61,956	5,163	67,944 5.662	74,568 6.214	81.840 6,820	OO Tf O CO 00 N ai rs. CO	98,496 8.208	108.072 9,006	118,608 9.884	130,128 10,844	142,740 11.895		

t- W





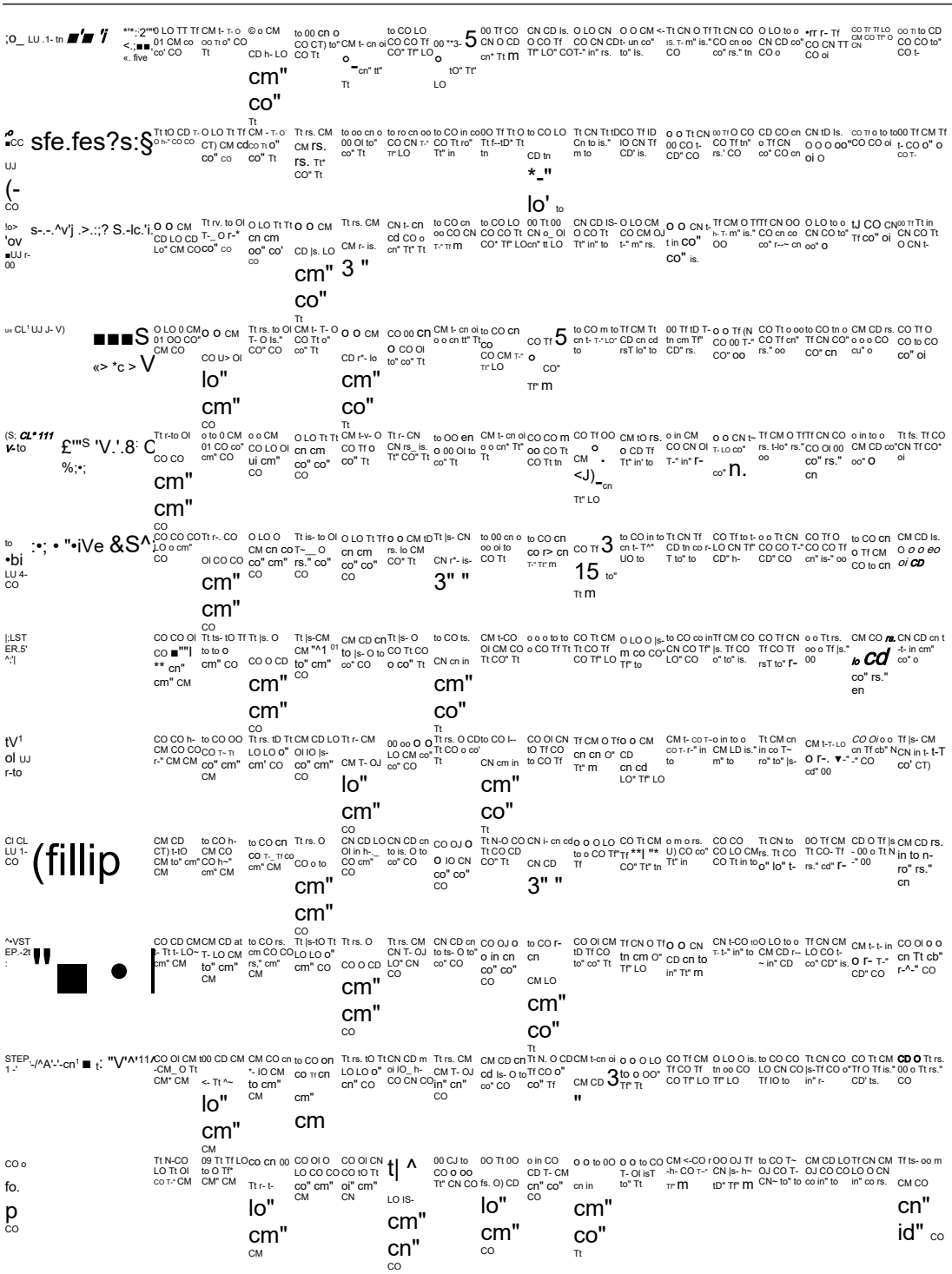
>>
3

m m _i

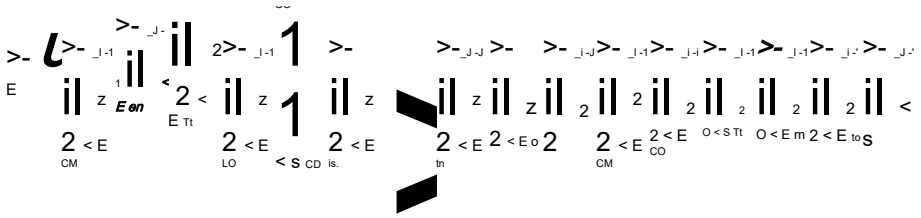
a
UJ
i O
OT

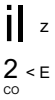
|V"SS TEP;i 2.' |

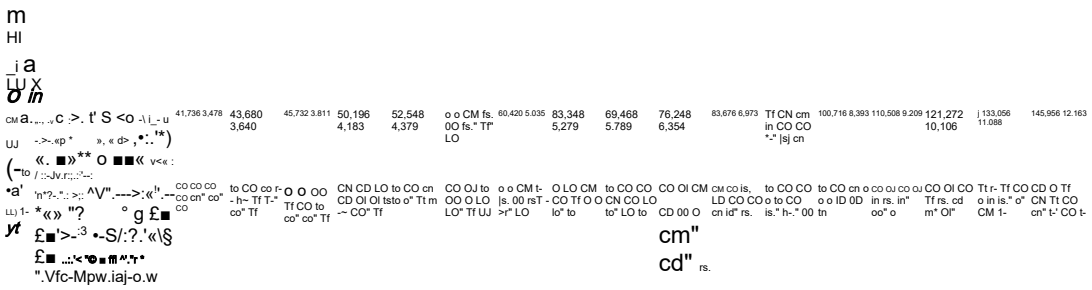
•••.&:>- > v- -3.401 40,812 42,720 3.560 44.724 3,727 49,092 4,091 51,396 4.283 56,448 4,704 59,088 4.924 61,956 5.163 67,944 5,662 74,568 6.214 81,840 6,820 89,808 7,484 j . 98,496 : 8,208 108,072 9,006 118,608 9,884 CO Ti CN Tf I- CO CD O CO -- 142,740 11. 895

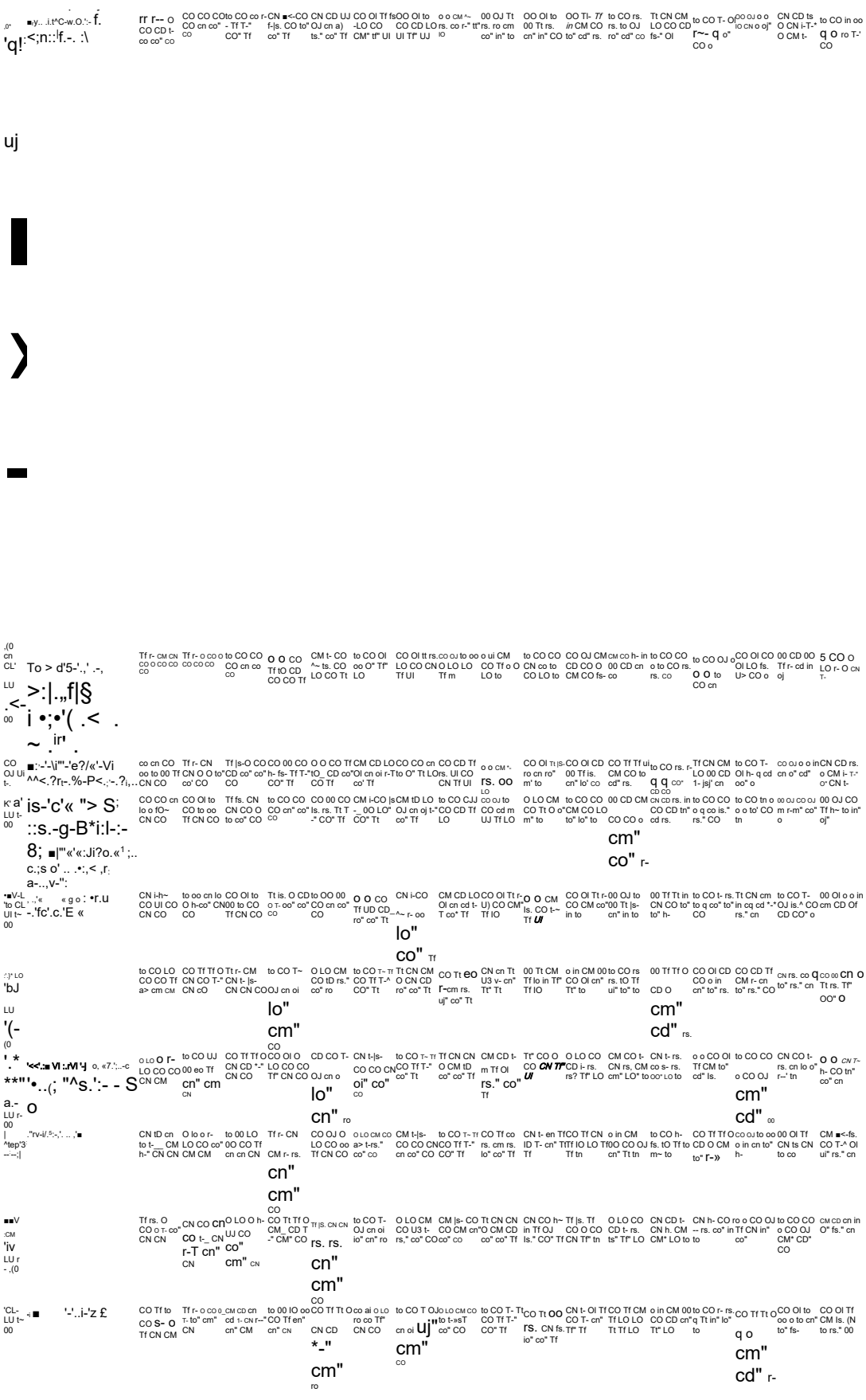


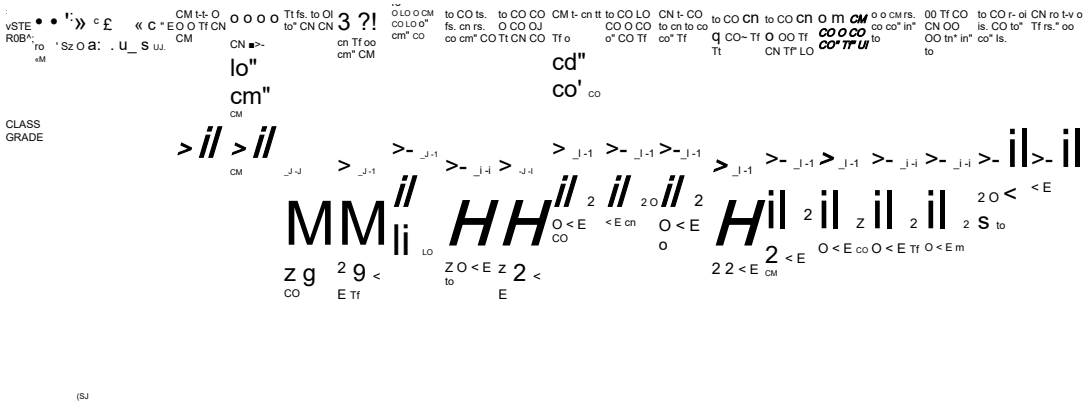
CLASS GRADE

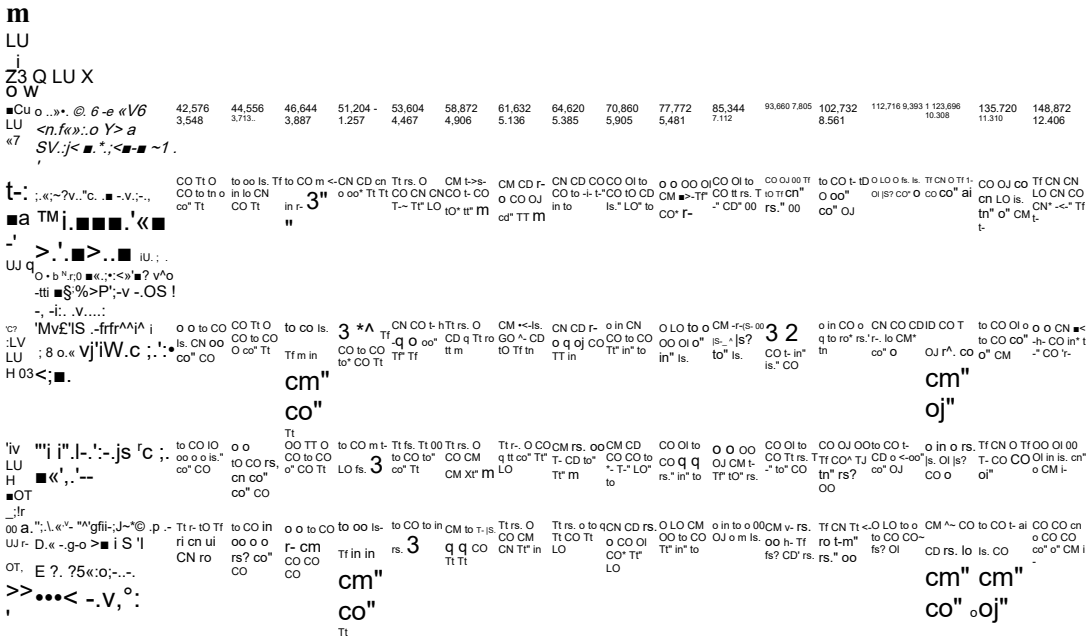


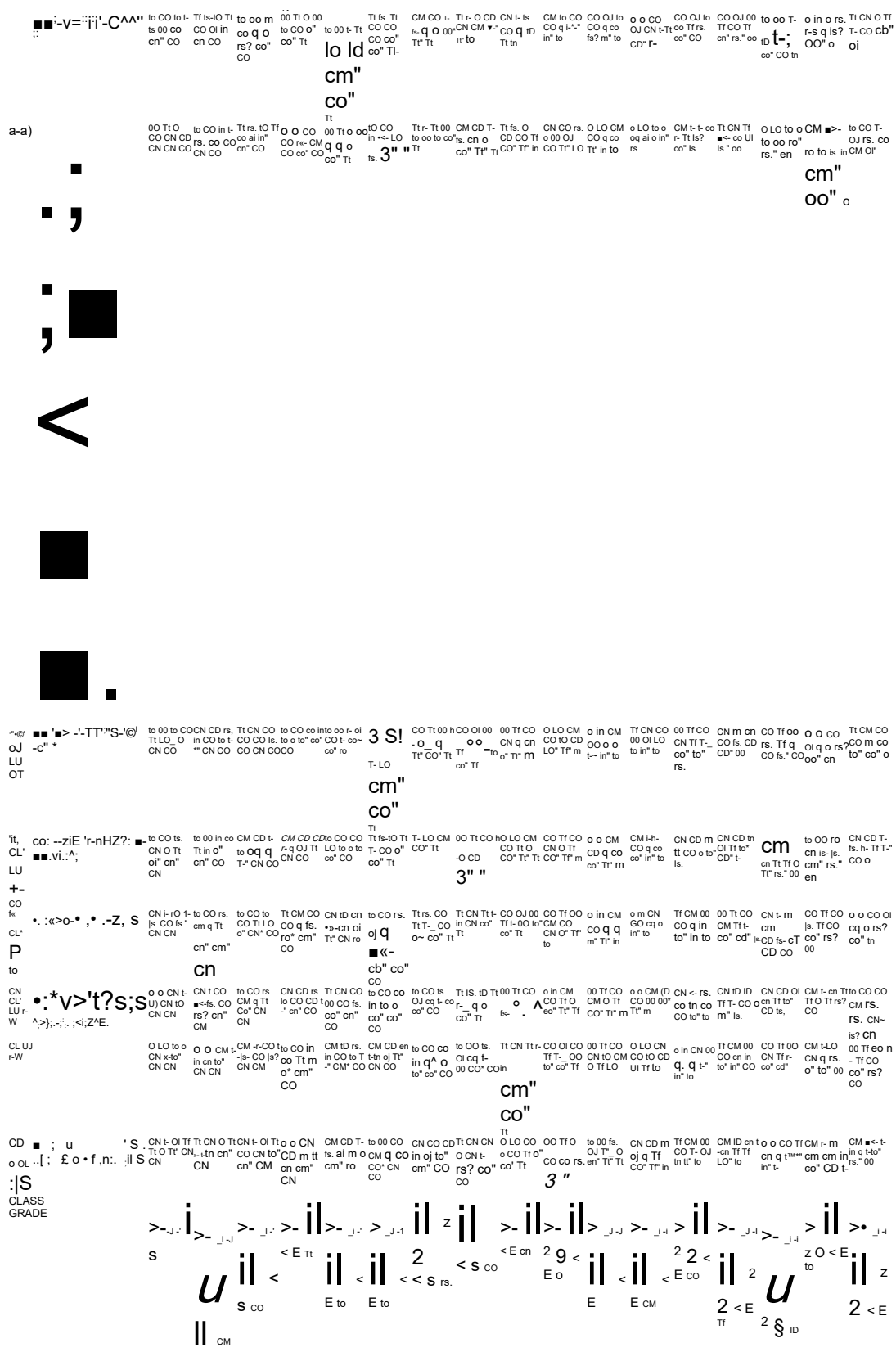






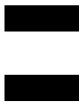






•co £L If) .' a* .; • :a: ;V.'e" r---.. ;■■>< v,'.:- '■ s-n	**58,236**	**64,284**	**70,884**	**78,084**	86,208	**94,236**	**102,792**	**112,260**	**122,724**	**130,704**
	4.853	5,357	5,907	6,507	7,184	7.853	8.566	9,355	10,227	10,892
'*r. .ol* UJ r- -.. . Z S' : &-rv'.;".	**55,020**	**60,624**	**66,756**	**73,704**	81,288	**89,244**	**97,488**	**106,416**	116,148	**126,912**
	4,585	5.052	5,563	6,142	6,774	7,437	8,124	8,868	9,679	10,576
P. OT W: .CV.,).C; : ' CM ; k,;;.:'.: .r:'-.	**52,296**	**57,660**	**63,612**	**70,176**	**77,304**	**85,356**	**93,288**	**101,760**	**111,156**	**121,512**
	4,358	4.805	5,301	5,848	6,442	7,113	7,774	8,480	9,263!	10,126
•*.•;• STEP S /,:| ^.-j.f.i.y;-;;! v .:.: .," : V.V...--R - T: .",V"i:'*" ;'. .**>*!	**49,932**	**55,020**	**60,624**	**66,756**	**73,704**	**81,288**	**89,244**	**97,488**	**106,416**	**116,148**
	4.161	4,585	5,052	5,563	6,142	6,774	7,437	8,124'	8,8681	9,679
STEP. 4 ' • | ■J./.^,.©.-o,	**47,400**	**52,296**	**57,660**	**63,612**	**70,176**	**77,304**	**85,356**	**93,288**	**101,760**	**111,156**
	3,950	4,358	4,805	5,301	5,848	6,442!	7,113	7,774	8,4801	9,263
ei CL JU CO | *::„ :'!:.~*g)\ ■V ; ;:.o> -. 0,* :*'.■ -! ."i'>.:!"fc»4:	**45,144**	**49,932**	**55,020**	**60,624**	**66,756**	**73,704**	**81,288**	**89,244**	**I 97,488 I**	**106,416**
	3,762	4,161	4,585	5,052	5,563	6,142	6,774	7,437	8,124|	8,868

43,104	**47,400**	**52,296**	**57,660**	**63,612**	**70,176**	**77,304**	**85,356**	**93,288**	**101,760**
3,592	3,950	4,358	4,805	5,301	5,848	6,442	7,113	7,774	8,480



o O. .•■• t; ;	**41,084** 3,422	**45,144** 3,762	**49,932** 4,161	**55,020** 4,585	**60,624** 5,052	**66,756** 5,563	**73,704** 6,142^	**81,288** 6,774	**89,244** 7,437	**97,488** 8,124
O. =: ■ ;■ * m■■■ o O. z- s:										
CO .*.STE POB | ?:■ ' t< g	**39,828** 3,319	**43,788** 3,649	**48,432** 4,036	**53,364** 4,447	**58,800** 4,900	**64,752** 5,396	**71,496** 5,958	**78,852** 6,571	**86,556** 7,213	**94,572** 7,881
11 :iv STEP OA- | «'f'/ :V-«. K'-V.'::-"1 £■ c--{:.vf:--r--	**37,836** 3,153	**41,592** 3,466	**46,008** 3,834	**50,700** 4,225	**55,860** 4,655	**61,524** 5,127	**67,920** 5,660	**74,904** 6,242	**82,224** 6,852!	**89,844** 7,487

CLASS GRADE	ANNUAL MONTHLY	ANNUAL MONTHLY	ANNUAL MONTHLY	ANNUAL MONTHLY	ANNUAL MONTHLY	ANNUAL MONTHLY	ANNUAL MONTHLY	ANNUAL MONTHLY	ANNUAL MONTHLY

CM CD
IS LO
Tt Tt
CO" Tt"
ID
to co
U0 T-
cn cn
CO Tt"
LO
o o
Tt CM
O Tt
10" in"
to
o o to co
Is CD
Tt ts
Tt 00
O LO
cn" co"
is
to co
Is fs CM CN |s" |s"
oo
00 CD 00 Tt CO CD
in" rs" cn
CN t-
lO [s
O CD
Tt" OO"
o
CM t-
in rs
CO Tt
CO cd"
00 Tf
Tt IO
CM CO
Tt" O
CN

O lO to LO 0_ CM
T-" Tf LO
to co
io co
CM CD
CD" Tf"
■O
CM CD
CD CD
cn t-
T-" LO"
to
to co
IO CO CN CD
oo" lo" to
o o
to CO
tO CN
io" cd"
Is
CM CD
t- CN
t- CD
co" cd"
00
00 Tt Tt O CM CD
Tt IS
eo o
CO CO
cn co"
cn
to oo
T- CD
00 0
co" cd" o
Tt IS
tO CD
rs co

CO CD
CO CO
Tt O
00 Tt
Tt
CM CD Is LO Tt Tt
co" Tt" IO
to CO
IO T-
cn cn
CO" Tt"
LO
o o
Tt CN
O Tf
io" lo"
CO
o o to co is cn
Tt ts
Tt CO
O LO
cn" co"
|s

to CO
is is
CM CN
|s |s"
00
CO CD
CO Tt
CO CD
io" rs" cn
CM t-
lo h-
O CD
Tt" CO"
O
CM t-
io rs
CO Tt
CO cd"

Tt IS tO Tf T- CO
to" co"
Tt
O LO to LO O CM
T-" Tt"
IO
co oo io co
CM CD
tO" Tt"
IO
CM CD
en cd cn t-
T-" LO"
to
to co
io co
CN CD
CO lo"
to
O O
to CO
CO CN
io co"
Is
CM CD T- CN T-_ CD CO CD"
oo
00 Tt
Tt O
CM CD
Tt ts
eoo
CD CO
cn" oo"
cn
to oo
T- CD CO o
co" cd" o

to CO
Is |S
O CD
Tt" CO"
Tt
00 CD
to co
Tt O
CO Tt"
Tt
CM CD
Is LO
Tt Tt
CO Tt"
IO
to CO
IO T-
d> CD
00 Tt"
IO
O O
Tt CN
O Tt
io" io"
to
O O to CO is a>
tt rs
Tt 00 O IO
cn" co"
|s
to co is rs
CN CM
rs" ts" oo
CO CD 00 Tt CO CD
io" rs" cn

00 CD
00 CD
CO Tt
t-" co"
Tt
Tt IS
tO Tt
T- 00
to" co"
Tt
O LO
CO LO
O CM
T-" Tt"
IO

to co m oo
CM CD
CO" Tf"
IO
CM CD
cn to
cn t-
T-" LO"
to
to CO io co
CN CO
cd lo" to
o o to oo
CO CM
io" co"
Is
CN CD
t- CN
t- CD
co co"
00
00 Tt
Tt O
CM CD
t-" rs"
cn
Tt rs
CO o
to co
cn oo"
cn

00 Tt CM CD Is CO
o" co"
Tt
CM t-|s CO
|S_ IS Tt CO" Tt
Tt IS
CM CM
IO T-
cn" Tt"
Tt
Tt IS
CO Tt
IO IO
Tt" Tt"
IO
O O
CM v-
T- O
o"¯io"
to
Tt IS
O T-
CM LO
to" io"
to
Tt CN O CD

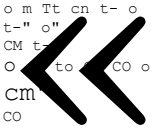
o

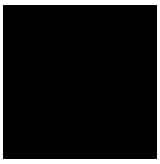
CO cd"
Is
00 CD CM t-CO Is
o" co"
00
O LO
o rs
m co
00 is"
00
CD CO
en lo
co o
to" co"
cn

00 tt
00 CM
CO C\|
co" co"
co
00 Tt
CM Tt lO LO
cm" co~
Tt
O O
Tt CM O CD Is" co"
Tt
O O
Tt CN
oo co
O O
CM CD
t- rs
Is" Tt"
IO
Tt CM
O Tt
cn cn cn" io" to
•<* rs
Tt 00
Tt rs
cn" io"
co
Tt CM 00 CO
in co to" cd"
Is

Is
CM CD CO CO Tt ts
T-" CD" OO
to CO
t- cn
cn Tt
cn" is"
CO
CN t-
cncn
CM t-
oo" co"
cn
00 Tf
O CO
cn cn is" oo" O
CM CD
is in
O fs
CN CD
cn cd cn cd ts" o"
CM t-
O O
CM CD
CO CO
to"
co -i-

.12.
0)
Tf CN
CO CO
cors
Is" Tt"
LO
co cn
CN CD
CN CN
co m"
CD
Tt CN CN O CO_ CO
cn" m co
CM CD
I o
03 Tf
to" CD"
fs
o in
00 CD
is o
Tt" fs"
00
CM CD Is IO O fs co" fs" cn
to CO
IS rs
<D Tf
T-" oo"
o
cocn
CO Tf
cncn
ocn"
o m Tt cn t- o
t-" o"
CM t-
O to CO o
cm
CO





6.''

■*to . •>l* ■
O LO
Tt Tf
IO LO
Tf Tf
LO
to co to CN co in
co" in" to
O O O O CM 1-
to" co" Is
co cn
CM t-tO,fs
O" CO" OO
to oo cn o
CM t-
|s" co" cn
00 Tf CN Tf
t-oo
to" co" o
O O
CM CO
en cd
in cn"

CM t-CO CD
is m
to" o"
CM

12
to
O O
CO Tf
o co
CN Tf"
LO
Tt CN CO CO CO ts
Is" Tf"
in
co cn
CN CD CM CN
to" lo"
CO
Tt CN CM O CO 00
cn" in" to
CM CD Is o 00 Tf
to" cd"
is
o io
00 CD Is o
Tt" fs"
oo
CM CD fs LO O fs CO" fs"
cn
to co
Is 1^
to Tf
oo cn
00 Tf
cn cn
o in Tt cn
T- O T-" O"
CM t-

r
to
0 o
Tt CN
Tt T-
1 Tf Tt
o in
Tt Tf
m in
Tt" Tf"
m
CM t-CO t-t- O
o" in" to
to co co CM co in to" m" to
o o
o o
CM t-
CO CD"
Is
oo cn
CM T-CO Is
o" cd"
00

O Tf
cn" is" co
CD 00
en o
CM t-
is" co" cn
00 Tf CM Tf r- 00
to" co" o
O O CM CD
cn cd

CO Tf
CO CN
O cn
Is" CO" Tt
o o
00 Tf
O CO
CN Tf"
m
Tt CN
00 00
CO fs
Is" Tf"
m
oo cn
CM CD CN CN
to" m" to

Tt CN CM O
CO 00
cn" in to
CM CD Is o 00 Tf
to" cd"
|s
o in
00 CD
is o
Tt" fs"
00
CM CD IS LO 0_ fs C0~ Is"
cn
ID CO
Is h-
CD Tf
t-" co"
o
oo cn
00 Tf
cn cm o" cn"

CL CO
CN CD
in Tt
cnr~-
Tf CO"
Tt
o o
Tt CN
Tf T-
cn Tt
o in
Tt Tf
m in
Tt" Tf"
in
CM t-
CO T-
t- O
o" in" to
to co
CO CM
co in
to" in
to
O O
O O
CM t-
co" cd"
Is
oo cn
CM t-tO fs
o" co"
00

O Tf
en" is" co
to co
cn o
CM t-
|s" oo"
cn
00 Tf
CM Tf
t- 00
to" co"
o

CO CD CN CD CO IO
of co"
Tt
CO Tf
00 CN
o cn ts" co"
Tt
O O
00 Tf
O CO
CN Tt"
in
Tt CM
oooo
CO ts
Is" Tf"
m
oo cn
CM CD
CN CM
co in
to
Tt CN CM O CO CO
en" in to
CM CD ts o 00 Tf
to" cd"
Is
o m

00 CD
is o
Tt" fs"
CO
CM CD
is in
o fs co" fs"
tn
co co is t^.
CD Tf

■12. to

Tt CN
Tt CD
in Tt
t-~ co"
Tf
CN CD Is O CO CO
m" co"
Tt
o o
CM t-
m cn
o" Tf"
m
to 00 in co oo CD
in" tt" m
o o
CM t-C0 t-
t-" m" to
Tt fs
CM CM
in cd
is" lo" CO
00 Tt
CO T-
m cm
Tt" CD"
Is
to CO co in
CM CO
cm" cd"
00
to co
Is CM
cn in
o" fs"
cn
oo cn
CM t-
CO CN
00 co"
cn

o
UJ
_i
Q LU I O CO

co "J
<< o
or
H
2 g
< o

H

2 9

§ i" 2 £ 2 g >-

2 g

< 5

2 g < 5

3 t

>-

li

00 O.' LU 1		62,100 5.175	68,568 5,714	75,600 6,300	83,268 6.939	91,944 7,662	100,500 8,375	109,620 9,135	119,712 9,976	130,872 10,906	139,392 11,616

- '.'/ ?■

d.' LU :(- OT	:':.;>r>^:r;:'«' '■ if V-c	o o co cn CD CO CO Tt" LO	co co LO CO CO CO Tf" LO" co	CO CO co co t- CD T-" LO" |s	o o O LO CO LO oo" cd" Is	00 Tf 00 CN CD CM co" Is CO ;	CM t-|s CO t-_ CD in" is" 00	CO Tf CO CD C0_ CD co" oo" o	Tt Is CO LO Tt Tf co" CD" T- T-	Tt CN CD CN 00 CO co" o" CN t-	CD 00 CO |s CO CM in t-" CO t
,- CO' CL LU 1 - OT.		rr is co rr |s_ cd in" rr ID	CO Tf 00 CM Tt T- ■t-^ in CO	Tf CN CN IO O0 CD is" m" co	Tt I- Tf CO 00 CN Tf cd" Is	o o Tf Is Tf CO CM CD 00	O LO CM CO o IO T -" |s" CO	o o 00 CD Tt CM CO oo" 00	CD CO T- Tf in o CO cd" o T-	Tf |S CM is in oo CO CD T-	00 CD 00 CD in is CO o" CM t-
■at' ui i- ,y>	.'.•■..\ia"0- ■^.'SWz'-E. 'f.:ri\t;-	CD CO LO CO CM TT CO Tf" LO	o o 00 CD CO CO 00 Tf LO	co co m oo CD_ CO Tt" LO" co	CD CO CD CO t- CD T-" LO" Is	O O O IO CO IO CO" CD" is	00 Tf 00 CN CD_ CN co" Is" 00	CM t-|s CO t- CD in" is" CO	00 Tf CO CD CO CD co oo" o T-	Tt ts 00 IO Tt Tf co" CD" T-	Tf CN CO CM co co co" o" CN t- T-
:b-> OT	^■tA-ZiE.	co co LO T-LO CM o" Tt" LO	Tt is CO Tf r- cd in" Tt" LO	eo Tf 00 CM Tt r- LO CD	Tt CM CM IO 00 CD Is" io" CO	Tt IS Tf CO CO CN Tt CD" Is	O O Tt is Tt 00 CM CD" 00	o IO CM 00 0_ LO T-" |s" CO	o o 00 CD Tt CM co" oo" co	CD CO T- TT in o co" cd" o	Tt Is CM Is in oo oo" cd" T-
'rt bJ LU 1 - OT	'.-.?4KSiig' Yt-'v^E: ^■i,...: ,	Tf CM Tf T-T" O eo" Tf Tf	co oo LO CO CM Tf co" Tf w	o o CO CD co_ co CO Tf" m	co oo m oo co co Tt" LO" CO	CO CO CO CO t- CD T-" lo" is	O O O IO CD LO 00 cd" IS	eo Tt 00 CM CD CN CO |s" oo	CM t-|s CO t-_ CD in" ts" CO	CO Tf CD CD CO CD co co" o	Tt fS eo lo Tt Tf co" cd" T-
W UJ	-•■.«- sill	o o CD CO co co m" co" Tt	CO CO LO V- LO CN O" Tf in	Tt fs CO Tf |s CD m" Tt" in	00 Tf 00 CN Tt T-T -" LO" to	Tt CN CM io 00 CD Is io" CD	Tt Is Tf CO 00 CN Tt" CD |s	o o Tt ts Tf CO cm" cd" CO	O LO CM 00 O IO T -" Is" CO	o o 00 CD Tt CN co" oo" CO	CD CO T- Tt in o eo cn" o
*i CL- JS	:	CO CD CO Tf r~ cd co" co" Tt	Tt CN Tt T-T- O 00 Tf Tf	CO 00 m co CN Tf CO" Tf" in	o o CO CD co oo CO Tt" m	CO CO m oo co co Tt" LO" CD	CD CO eo co T-_ CD T -" IO" |s	o o O IO CO LO eo" cd" ts	00 Tf 00 CM CO CN co" is" 00	CM t-|s CO t-_ cn in" is" CO	CO Tf CO CD CO CD co" oo" O
:« in o •a' OT	S'-^'-tt¹.-'*	o o CO Tf Tt LO cm" co" Tf	Tt CM O CD |s CO co" co" Tt	O LO CD O CO CO T-" Tf" IO	Tt CM O Tf CD Is CO" Tf" LO	O IO O CN IS CM cn" lo" CD	00 Tf Tf IO O |s co" io" CO	CO Tf Tf IO CM CO co" cd" Is	Tt ts 00 o CD O Tt Is" eo	Tt CM O CD CO CD CN Is" CO	00 Tf Tt O CO Tf o oo" o T-

CLASS GRADE

>- Nij § CM >- _1 -' H 2 § co il < 5 Tf || g >- _I -J i| g co >- _I -1 2 i| g i| 2 g co 2 >- _I -1 i| g il 2 g o 2

a. ■ *T-~~"-'i^j-*s' ™	**63,346**	69,936	**77,112**	**84,936**	**93,760**	**102,516**	**111,816**	**122,112**	**133,488**	**142,176**
	5,279	5,828	6,426	7,078	7,815	8,543	9.318	10,176	11,124	11,848

ŲJ W ^^:>^..Y."o:

· y;-' ' e

'

■

:

:

\

:

:

.'

:

<

e

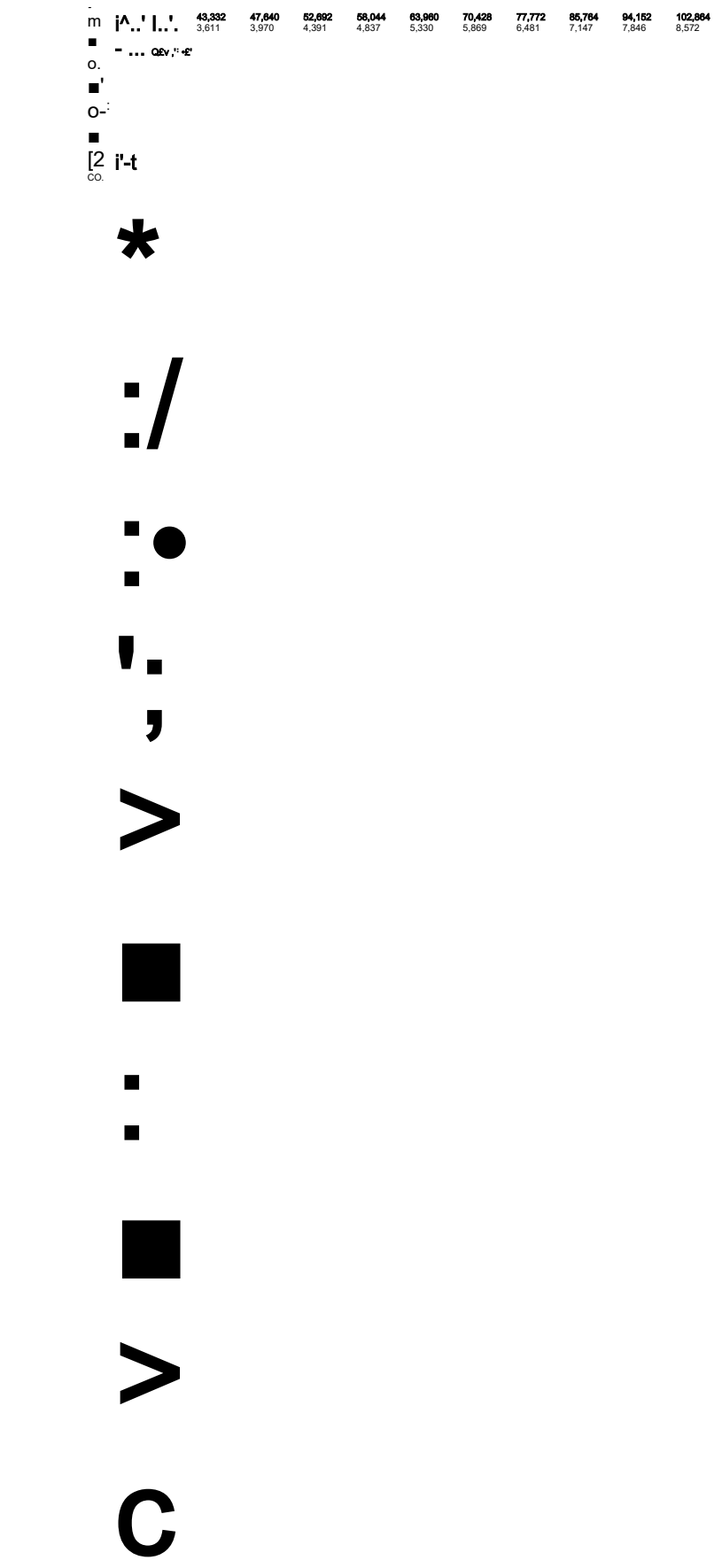
:-j'.- ;iV."

*x-

a' •-..;·i5·.-^ «r	**59,856**	**65,952**	**72,624**	**80,172**	**88,416**	**97,080**	**106,044**	**115,752**	**126,336**	**138,048**
	4.988	5,496	6.052	6,681	7,368	8,090	8,837	9,646	10,528	11,504
■ I .^••.H=? .P. y V '-'V.il -;- P. w "£l¡"' CO ■'.< .': '. * :ft.\y ,j'fi ■■■■*-										
co / '.£■'■	**56,880**	**62,712**	**69,180**	**76,344**	**84,084**	**92,844**	**101,472**	**110,688**	**120,900**	**132,180**
in.' ^V"*'.	4,740	5,226	5,765	6,362	7,007	7,737	8,456	9,224	10,075	11,015
UI I- ■"«)"										
' .'- STEP 5-; '■; *f	**54,324**	**59,856**	**65,952**	**72,624**	**80,172**	**88,416**	**97,080**	**106,044**	**115,752**	**126,336**
	4,527	4.988	5,496	6,052	6,681	7,368	8,090	8,837	9,646	10,528
>•■■ '.:-¡ -V«>>':0										
a. •;•••::	**51,564**	**56,880**	**62,712**	**69,180**	**76,344**	**84,084**	**92,844**	**101,472**	**110,688**	**120,900**
.10 'J ':	4,297	4,740	5,226	5,765	6,362	7,007	7,737	8,456	**9,224**	10,075
-••«<•										
n. ;V^(.--:-^-:£-	**49,104**	**54,324**	**59,856**	**65,952**	**72,624**	**80,172**	**88,416**	**97,080**	**106,044**	**115,752**
	4.092	4,527	4,988	5,496	6,052	6,681	7,368	8,090	8,837	9,646
UJ 1- ,<o										
c -,-- =. r'.O - O	**46,884**	**51,564**	**56,880**	**62,712**	**69,180**	**76,344**	**84,084**	**92,844**	**101,472**	**110,688**
	3,907	4,297	4,740	5,226	5,765	6,362	7,007	7,737	8,456	9,224
m ••/•-.•■Z'S. a : "•'.•'cm r'lJ- i- iVS'.'ij'-^ <o										
"t" l.i'.'K:!	**44,664**	**49,104**	**54,324**	**59,856**	**65,952**	**72,624**	**80,172**	**88,416**	**97,080**	**106,044**
::.;;.'■." 'V;'; CM	3,722	4,092	4,527	4,988	5,496	6,052	6,681	7,368	8,090	8,837

\
,v>
.

43,332	47,640	52,692	58,044	63,960	70,428	77,772	85,764	94,152	102,864
3,611	3,970	4,391	4,837	5,330	5,869	6,481	7,147	7,846	8,572



m

o ':T- Ul. . ;

-V-8

CLASS GRADE	1 ANNUAL MONTHLY	ANNUAL MONTHLY	ANNUAL MONTHLY	ANNUAL MONTHLY	ANNUAL MONTHLY	ANNUAL MONTHLY	7 ANNUAL MONTHLY	ANNUAL MONTHLY	ANNUAL I MONTHLY	ANNUAL 10 j MONTHLY

Office of Budget and Management city of chicago

October 23, 2018

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

Ladies and Gentlemen:

The Corporation Counsel and I transmit herewith an ordinance approving an agreement between the City of Chicago and the American Federation of State, County and Municipal Employees Council 31.

Your favorable consideration of this ordinance will be appreciated.
Samanrfia S. Fields Budget. Director

Very truly yours,

121 NORTH LASALLE STREET, ROOM 604, CHICAGO, ILLINOIS 60602

CITY COUNCIL October 31, 2018

To the President and Members of the City Council:

Your Committee on Workforce Development and Audit, to which was referred on October 23, 2018, an ordinance approving an agreement between the City of Chicago and the American Federation of State, County and Municipal Employees Council 31 (AFSCME), begs leave to recommend that your Honorable Body DO PASS the ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present.

Respectfully submitted,

Patrick J. O'Connor Chairman
Committee on Workforce Development & Audit