



# Office of the City Clerk

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## Legislation Details (With Text)

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**File #:** O2016-7961  
**Type:** Ordinance  
**File created:** 11/1/2016  
**Status:** Passed  
**In control:** City Council  
**Final action:** 11/16/2016  
**Title:** Collective bargaining agreement with Public Safety Employees Union, Unit II  
**Sponsors:** Emanuel, Rahm  
**Indexes:** Collective Bargaining  
**Attachments:** 1. O2016-7961.pdf

Date	Ver.	Action By	Action	Result
11/16/2016	1	City Council	Passed	Pass
11/15/2016	1	Committee on Workforce Development and Audit	Recommended to Pass	Pass
11/1/2016	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

November 1,2016

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

Ladies and Gentlemen:

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

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

## 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 Public Safety Employees Union, Unit II, substantially in the form attached hereto.

The Mayor is authorized to execute this agreement.

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

City of Chicago Proposal- dated September 24, 2016

### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is made and entered into this 1<sup>st</sup> day of October, 2016 by and between the City of Chicago ("City") and the Public Safety Employees Union ("Unit II"), the coalition comprised of SEIU Local 73 and IBEW Local 21 acting as the certified exclusive collective bargaining representative of certain non-sworn public safety employees within the single bargaining unit commonly known as "Unit II". The parties hereby tentatively agree to enter into a collective bargaining agreement ("Agreement") extending the terms of the collective bargaining agreement dated October 11, 2012 covering Unit II, subject to the following terms and conditions;

1. The Agreement shall consist of the terms contained in the January 1, 2011 to June 30, 2016 collective bargaining agreement between the parties; ratified by the City Council of the City of Chicago ("City Council") and signed by the Mayor on October 11, 2012; which terms shall hereby be extended and continued in full operation and effect through 11:59 pm. on December 31, 2017, except only as specifically modified by the revisions specified in this MOA, as follows:

A. Article 9.1 - Wages

- (1) The following wage increases shall be applied

■	Effective July 1, 2016	1.0% retroactive to July 1, 2016
^y	- Effective January 1, 2017	1.0% Effective July 1, 2017 . 1.0%

The Agreement shall expire at 11:59 P.M. on December 31, 2017. The retroactive payment shall be paid on the pay period immediately following ratification by the City Council of the City of Chicago.

8. Article 15.9 - Paid Parental Leave

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

- Up to four (4) weeks paid maternity leave to a birth mother to recover from a 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.

#### Term of Agreement

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval. This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, and shall remain in effect through 11:59 p.m. on December 31, 2017. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from,

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

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

2. This Agreement shall not become final and binding unless and until it has been ratified by both (A) a majority of the eligible voting members of Unit n, which ratification shall be certified to the City Council and (B) the City Council.
3. The effective date of this Agreement shall be the effective date of an ordinance passed by City Council approving the Agreement.
4. The parties further understand and agree that no terms of the Agreement shall be retroactive, except only to the extent expressly provided therein.

AGREED:

THE PUBLIC SAFETY EMPLOYEES BARGAINING UNIT