



# Office of the City Clerk

City Hall  
121 N. LaSalle St.  
Room 107  
Chicago, IL 60602  
[www.chicityclerk.com](http://www.chicityclerk.com)

## Legislation Text

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File #: O2014-6121, Version: 1

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### ORDINANCE

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

SECTION I. 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 BETWEEN THE CITY OF CHICAGO

and

## THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 31 July 1, 2012 -June 30, 2017

Ratified by City Council effective

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES COUNCIL 31 TABLE OF CONTENTS**

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## **AGREEMENT**

This Agreement is entered into this      day of      , 2014, 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 not to be represented by a union.

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## **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 of the 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.

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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.

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## **Section 2.2 - Work Standards**

**The Employer has the right to establish and revise reasonable work productivity measurement standards. Prior to establishing such standards or implementing new standards, the Employer will notify the Union of such standards in writing, and upon request of the 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 to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline or harm, the Employer shall transmit a copy of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

## **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.

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### **Section 3.2 - Right of Access**

Duly authorized officials of the 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 of the employee who is distributing and the

employee who is receiving the literature. In addition, distribution

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shall be permitted which does 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 once every calendar quarter on paid time for those employees hired during the previous calendar quarter. The orientation shall be scheduled by mutual agreement of the employees' Department and the Union. Where new employee orientation sessions are held by the Department, Union orientation may, by mutual agreement, be scheduled in connection with such sessions. The Union shall limit the number of Local Union representatives on paid time in such orientations to no more than two (2) such representatives.

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### **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.

## **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

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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 party, the number of which shall be mutually agreed to by the Union, the Department Head and the Director of Labor Relations.

The City of Chicago, Department of Personnel, shall meet with the Union at least once every six (6) months to 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 either party at departmental Labor-Management meetings are the following:

1. Work Location definition for detailing
2. Union Orientations
3. Flex-time
4. Schedules

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5. Special Committees

6. Payment or Provision of Uniforms

7. Impact on Staff Reductions

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 five (5) working days of said request.

It 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 to study the feasibility of establishing Day Care Centers for the dependents of employees of the 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.

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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 of the first committee meeting. Section 4.5 - Quality of Public Services Committee**

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 of the Employer and the Union, the recommendations of the 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:

Effect Effect Effect Effect Effect Effect Effect Effect Effect

ve January 1,2013 ve July 1, 2013 ve January 1, 2014 ve July 1, 2014 ve January 1, 2015 ve July 1,2015 ve  
January 1,2016 ve July 1, 2016 vc January 1,2017

1.0% increase (Exhibit A) 1.0% increase (Exhibit B) 1.0% increase (Exhibit C) 1.0% increase (Exhibit D)

1.0% increase (Exhibit F) 1.0% increase (Exhibit G) 1.0% increase (Exhibit H) 1.0% increase (Exhibit I)

2.0% increase (Exhibit J)

Agreement effective through June 30, 2017

1. Effective July 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 then-current "Living Wage" Ordinance hourly rate, and all other Library Pages shall receive 100% of such rate.

2. All increases for Library Pages after ratification of this Agreement will be 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.

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### Section 5.2 - Schedules

1. Except as provided in paragraph (2) below or as otherwise agreed between the parties, the salary schedules for bargaining unit employees employed in job classifications covered by

this Agreement are appended hereto as Exhibits A through J.

2. Commencing on the effective date of this Agreement, 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 appropriate (see Salary Schedules B and G, appended hereto). Employees who are 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 rate of pay that is closest to but not less than the employee's current rate of pay.

#### **Schedule B and G Entrance Rates.**

For all employees hired on or after the effective date of this Agreement, Step 1 on both the B and G schedules shall be modified from a six (6) month step to a twelve (12) month step. Additionally, two new Entry Level steps (Steps A and B) shall be

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added to both the B and G Schedules. New Entry level Step B of the B and G Schedules shall be set at approximately 3% below Step 1, and new Entry level Step A shall be set at approximately 5% below Step B.

## 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 of the collective bargaining agreement.

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 to 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 Head shall retain the right to determine the number and scheduling of employees at any one time without hindering the operation of the 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

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**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. Should the employee's, or his/her immediate family member's serious health condition require the employee

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to be absent into the next calendar year, upon request of the employee, the Employer will advance to said employee up to the full amount of sick time the employee would normally be credited with for the remainder of that calendar year. 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 of the 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 of the Employer.

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.

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## **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-1 thru G-10:

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

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25 years or more	25 days
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**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 of the current calendar year; or
2. The employee was separated from employment, other than for serious misconduct, during a calendar year in which the employee did not have twelve (12) months of 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	750	30	666	27	580	23			

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

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#### **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 first-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 Employer, but not before the Department has responded to employees who filed during the November selection period. Vacations under this Section, will be granted by continuous service, provided however, the Department Head shall have the discretion to determine the number and

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**scheduling of employees who can be on vacation at any one time without hindering the operation of the Department or to meet the emergency needs of the department's operations. In considering the emergency needs of the 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 of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the

number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other 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 of the City.

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### 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 reimbursement of \$350 per month. Effective February 1, 2008, the maximum reimbursement will increase to \$450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to \$550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure<sup>5</sup> 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 of the 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.

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

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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, based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, contributions at selected salary levels per pay period will be as follows:

ANNUAL SALARY	SINGLE	EMPLOYEE+1 FAMILY
	(1.0281%)	(1.5797%) (1.9705%)
Up to \$30,000	12.5019.00	22.00
\$30,001	12.8519.75	24.63
\$40,000	17.1426.33	32.84
\$50,000	21.4232.91	41.05
\$60,000	25.7039.49	49.26
\$70,000	29.9946.07	57.47

\$80,000	34.2752.66	65.68
\$89,999	38.5559.24	73.89
\$90,000+	38.6059.30	73.95

All contributions shall be made on a pre-tax basis.

Effective June 30, 2006, the schedule for employee health care contributions on a per pay period basis for either the PPO, the PPO/HRA or the HMO plan of their choice shall be based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as

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specified below. For example, contributions at selected salary levels per pay period will be as follows:

ANNUAL SALARY	SINGLE	EMPLOYEE+1 FAMILY
	(1.2921%)	(1.9854%) (2.4765%)
Up to \$30,000	15.71	23.88 27.65
\$30,001	16.15	24.82 . 30.96
\$40,000	21.54	33.09 41.28
\$50,000	26.92	41.36 51.59
\$60,000	32.30	49.64 61.91
\$70,000	37.69	57.91 72.23
\$80,000	43.07	66.18 .82,55
\$90,000	48.45	74.45 92.87
\$100,000	53.84	82.73 103.19

**All contributions shall be made on a pre-tax basis. 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.

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## **Section 10.3-H.M.O's**

**Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. 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

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Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of the 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.

(c) 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 Reopener**

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.

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(b) The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, 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 stated 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:
- o Health Plan set forth in this Agreement
  - Structure of the LMCC
  - Composition of the LMCC

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provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in this Agreement no later than June 30, 2011.

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

## **ARTICLE 11 - LEAVES**

### **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 days including the day of the funeral. Where death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the employee shall

be entitled to a maximum of five (5) consecutive days.

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

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## **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 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 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

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

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

conditions as set forth above.

b) 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

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expiration of his/her leave, provided the employee has complied with the Employer's procedures which shall be provided to the employee prior to the start of said leave. If an employee is granted an extension of his/her leave, he/she shall be returned to work upon the expiration of the leave's extension, provided the employee has complied with the Employer's procedures.

Seniority shall accumulate for employees on medical leaves of absence for only up to one (1) year. After one (1) year, an employee on a medical leave of absence shall retain, but not accumulate seniority.

Employees who return from a medical leave of absence within one (1) year shall be reinstated to their former job, subject to the layoff and recall provisions of this Agreement. If the employee returns to work after more than one (1) year on a medical leave of absence, the employee shall be returned to his/her former job if it is open. If not, the employee will be placed on a list for reinstatement, (c) 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.

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**d) Duty Disability Leaves**

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten (10) working days upon receipt of verified authorization from the approving authority. Contingent upon continued verified authorization, subsequent payment will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to the date the amount the employee was eligible to receive, less any other disability payments received by the employee subject to the same terms and conditions identified in this paragraph. Employees who return from said leaves shall be reinstated to their former job classification, if there is a vacancy in said classification or if a position in said classification is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement. An employee granted duty disability leave shall continue to receive full benefits for any period he/she is on said leave in accordance with current practice.

**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

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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 of the employee's insurance (individual or family) for the time period the employee is on FMLA leave, and the employee shall pay his/her portion of the insurance during that time period. Section 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 of the-religious holiday. If written notification occurs less than five (5) calendar days in advance of the religious holiday, said request shall be granted at the Employer's discretion based on operational needs. Such requests shall not be unreasonably denied. In January of each year, the Employer shall remind employees in writing of the 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

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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 of the 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 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**

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- **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.

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## **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 Flousing 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.

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**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 five (5) consecutive work days without notifying the employee's authorized Employer representative, unless circumstances preclude the employee, or someone in the employee's behalf, from giving such notice,

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

f) is on layoff for more than twelve (12) consecutive months where the employee has less than 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 if the employee has more than seven (7) years 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 classification(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, riot 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 are 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 filling 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.

b) Transfer in Lieu of Layoff

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All employees subject to 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 to 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, which may be extended an additional thirty (30) days by agreement of the parties, to demonstrate that he/she can perform the job. If the Employer, based on the employee's job performance at any time during that period, has just cause to believe, that the employee cannot perform the job, the 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,

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provided the employee who is bumping has the then present ability to perform the required work without

further training.

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 to perform the required work without further training.

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

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Employees who take 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 rate 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 are 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 perform the required work without further training.

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(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 to 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

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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 are 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 to demonstrate that he/she can perform the job. If the Employer, based on the employee's job performance at any time during that period, has just cause, to believe that the employee cannot perform the job, the Union shall be notified and the employee shall be returned to the 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

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eligible employee and the employee who had said good cause for not 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**

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

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with the Union prior to taking any action. Such notice will include a description of the 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 to perform the work required without further training.

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

An employee being reassigned under this provision may file a transfer request under 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.

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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 date of the 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 - Filling of Permanent Vacancies**

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

b) Employees within a department who desire a change in shift, day(s) off or location of their job assignment shall request such change in writing on the Employer's form at any time for the remainder of the calendar year. 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

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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 on bulletin boards at each Employer physical site in the Department and at other appropriate locations as determined by the Employer. Said vacancy shall be posted for 14 days. The posting shall contain at least the following: job title, qualifications, days off, shift, hours, work location, if known, and rate of pay and shall include all additional duties and qualifications reasonably required to fulfill the needs of the 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.

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.

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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 to 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 are 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.

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

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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 Head. A copy of the bid list, with seniority dates and the name of the successful bidder identified, shall be sent to the Union. A successful bidder may not bid for another Employer determined permanent vacancy for six (6) months.

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

(l) 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

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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 I

Electrical Engineering Draftsman I

Examiner of Public Chauffeur License

Film Inspector

Film Reviewer

ITeas Teacher

Hospital Aide

Junior Stenographer

Keypunch Operator

Laboratory Helper

Library Page

Mechanical Engineer II

Nurses Aide

Office Property Custodian

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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 shall have an evaluation period, not to exceed sixty (60) days, 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 that period that the successful bidder cannot perform the job or if the successful bidder desires to return to his/her former job, then the successful bidder shall be returned to the job he/she held just, prior to the awarding of the bid, displacing, if necessary, any employee who has been placed into said job. **Section 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.

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

The Employer shall notify the employees of the requirements for said detailing and shall seek volunteers among the employees who have the then present ability to perform the work required without further training. If there are more volunteers than there are assignments, selections shall be made on the basis of seniority. If there are insufficient volunteers, the Employer shall assign the detailing by inverse seniority, starting with the least senior, first, and attempt to rotate such assignments Within each calendar year. The employee's supervisor may, within his/her discretion, accept an employee's refusal to be detailed, provided that such acceptance shall not be unreasonably denied.

**Thirty (30) days' advance notice of detailing shall be given to the employees if the need to detail is**

**known; otherwise, as soon as reasonably possible. 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.

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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 of the parties. These time limits shall also apply to assignments to lower or equal rated jobs.

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

If the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits herein, the Employer shall post and fill the job as a permanent vacancy under this Agreement. If the employee who has been paid for acting in a higher-rated job also is the successful bidder when the job is posted as a permanent vacancy, 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

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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.

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 tile 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 lo 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.

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### **Section 12.10 - Probationary Employees**

New employees will be regarded as probationary employees for the first six (6) 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 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged, as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedure, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served ninety (90) 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.

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### **ARTICLE 13 - JOB CLASSIFICATIONS Section 13.1 -**

#### **New or 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 Employer 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

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promotional lines shall not be subject to arbitration, except if the Employer's decision is arbitrary or capricious.

**The arbitrator shall review the Employer's decision as to the pay grade/rate of the job duties, by comparing it 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 of the 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"

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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 of the 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

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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 of the 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

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employment. Any employee required to sign any form shall be given a copy of the form at the time the employee's signature is affixed, (c) Records

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

### **Section 14.3 - Performance Evaluations**

As part of the evaluation process, an employee's supervisor shall discuss the evaluation with the employee and give him/her the reasons for such evaluation and an opportunity to clarify or rebut his/her evaluation.

An employee's signature will indicate only that he/she has seen the evaluation.

The evaluation form shall state that it is the employee's right to place a rebuttal in his/her file if the employee so chooses.

**It is the policy of the 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. 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 - Computer Tapes**

Computer tapes with information otherwise available to the Union shall be provided the Union by the Employer.

#### **ARTICLE 16 - HOURS 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 not 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 (2) times the regular hourly rate 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

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compensatory time. Employees may elect compensatory time in lieu of pay for approved overtime for work in excess of forty (40) hours worked in a week. Subject to the requirements of applicable law, any such earned

compensatory time may not be accumulated in excess of 240 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 shall be credited with compensatory time at the 1 1/2 or 2 X rate, as appropriate.

**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 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

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

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.

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#### **Section 16.11 - Use of Compensatory Time**

**An employee shall use his/her compensatory time within ninety (90) days after it is earned. If, however, an employee's request to use said comp time is denied by the Employer, he or she may continue to carry such time for up to one year, whereupon the employee may ask for liquidation of said comp time in cash, or may, subject to the approval ofthe Employer, continue to carry over such comp 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 of the 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

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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**

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's absence would interfere with the operating needs of the Employer. Such requests shall not be unreasonably denied.



c) Employees may, with the written consent of the 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.

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## **Section 18.2 - Upward Mobility Program**

The City of Chicago and AFSCME are 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 of the 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 of the 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

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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 to the extent it has the manpower resources to do so.

## **ARTICLE 20 - DISCIPLINE 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 of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter.

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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 of the 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 defer or avoid its intended disciplinary action because of the unavailability of an employee representative, taking ah 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 of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file.

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

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location, but not at a police station.

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

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

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

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising, any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of

discipline in accordance therewith.

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

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

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I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee

within one week.

L. This section shall not apply to employee witnesses.

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

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in the same arbitration proceeding in which the disciplinary action is heard.

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

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 of the 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 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.

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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 of the 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.

e) 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 of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.



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 1

A. The employee and/or the Union shall raise the grievance in writing within 15 calendar days of having knowledge of the event which gives rise to the grievance.

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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 of the 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

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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 of the 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 to 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 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.

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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 of the 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 of the 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

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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 of the transcript. In the event only one party orders a copy, that party shall bear the entire cost of the 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 of the 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

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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 parties 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 parties 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 not 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 no power to amend, add to, subtract from or change the terms of this Agreement and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the

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

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**4) At any step of the 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 of the Union and a representative of the 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) are of the 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

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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 to 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 III 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 of the fourth step meeting.

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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 are obligated to follow instructions or orders of supervisors of the Employer, subject to discipline, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm 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 of the parties. Proceedings before the mediator shall be informal. The rules of evidence will not apply. No record of the 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 at 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 party 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-Grievance Resolutions.**

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

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**c) To facilitate the involvement of the 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.

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

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action to 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 of

the 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 information 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.

(g)(i) Term Contracts. Should the Employer determine to 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

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Union with forty-five (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 to 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 it has not already been provided to the Union. Upon request, the parties 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.

(h) 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 for 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.

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(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 to 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

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**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 behalf of the Union. Section 24.3 - Union Non-Participation**

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

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**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 CHECK-OFF/FAIR SHARE Section 25.1 -**

**Indemnification/Authorization**

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



and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semimonthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, 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, 25.3 and 25.4 of this Article, or 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 to the Union within thirty (30) days name, address, department, classification, rate of salary and starting date of any new employee hired into the Union's bargaining units.

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## **Section 25.2 - Fair Share**

It is further agreed that thirty (30) days after the later of the execution of this Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted.

Upon receipt of such certification the Employer shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the Fair Share payments shall be deducted and their work locations.

**It is understood that the amount of deduction from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's Fair Share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment. Section 25.3 - Right of Non-Association**

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

#### **Section 25.4 - Condition of Employment**

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

All employees who are not members of the Union shall be required as a condition of employment, thirty (30) days after the later of the execution of this Agreement or their hire date,

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**to pay a Fair Share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment. Section 25.5 - Notification of Dues Change**

**Any change in the amount of dues to be deducted or Fair Share fees to be withheld shall be communicated to the Employer by the Union at least fourteen (14) days prior to the effective date of such changes. Section 25.6 - P.E.O.P.L.E. Deductions**

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

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

**Section 25.7 - Failure to Make Timely Deductions.**

The Employer shall make all reasonable efforts to make the deductions provided for in Sections 25.1, 25.2 and 25.6, and to remit the sums so deducted to the Union in a timely fashion. In 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 to Sections 25.1, 25.2, and 25.6 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

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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.

**ARTICLE 26 - COMPLETE AGREEMENT Section 26.1 -**

**Agreement to. Contract Content**

**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 not 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, dental, life and accident benefits, bereavement pay and jury duty leave granted to the majority of other employees of the Employer

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

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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.

**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.

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

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

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**(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:

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

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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.

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

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

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

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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**

Employees are encouraged, to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter and may participate if they wish in the voluntary Employee Assistance Program 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 date of ratification by the City Council and shall remain in full force and effect from said date to June 30, 2017, 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.

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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**

**City of Chicago**

*By: Z^8^ <-TM\*\*~«\*-rfjiJ»*

Dated: // % ? // V Dated:

**County and Municipal Employees Council 31**

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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 . . . , 2014, 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 Unions 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 State**

**City Of Chicago**

**County and Municipal Employees**

**By: ^fbtufr\* t#+e\*\*MJL^**

Dated:

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**Appendix A Avant Job  
Family Series**

**Accident Adjusting Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>7173</b>	<b>B13</b>	<b>Accident Adjuster</b>

**Accounting Auditing Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>0101</b>	<b>G04</b>	<b>Accountant I</b>
<b>0102</b>	<b>G05</b>	<b>Accountant II</b>
<b>0103</b>	<b>G06</b>	<b>Accountant III</b>
<b>0104</b>	<b>G07</b>	<b>Accountant IV</b>
<b>0177</b>	<b>B14</b>	<b>Supervisor of Accounts</b>
<b>0184</b>	<b>B12</b>	<b>Accounting Tech III</b>
<b>0189</b>	<b>B10</b>	<b>Accounting Tech I</b>
<b>0190</b>	<b>B11</b>	<b>Accounting Tech II</b>
<b>0191</b>	<b>G05</b>	<b>Auditor I</b>
<b>0192</b>	<b>G06</b>	<b>Auditor II</b>
<b>0193</b>	<b>G07</b>	<b>Auditor III</b>
<b>0194</b>	<b>G09</b>	<b>Auditor IV</b>
<b>0205</b>	<b>B09</b>	<b>Cashier</b>
<b>0206</b>	<b>B11</b>	<b>Head Cashier</b>
<b>0227</b>	<b>G04</b>	<b>Senior Revenue Analyst</b>
<b>0235</b>	<b>B10</b>	<b>Payment Service Rep</b>
<b>0236</b>	<b>B10</b>	<b>Payment Reconciler</b>
<b>0420</b>	<b>B10</b>	<b>Collections Representative</b>
<b>0421</b>	<b>B11</b>	<b>Revenue Account Specialist II</b>

<b>2914</b>	<b>B10</b>	<b>Program Auditor I</b>
<b>2915</b>	<b>B12</b>	<b>Program Auditor II</b>
<b>2917</b>	<b>B14</b>	<b>Program Auditor III</b>

**Architectural Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>0310</b>	<b>SR</b>	<b>Project Manager</b>

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<b>5401</b>	<b>G05</b>	<b>Architect I</b>
<b>5402</b>	<b>G06</b>	<b>Architect II</b>
<b>5403</b>	<b>G07</b>	<b>Architect III</b>
<b>5404</b>	<b>G08</b>	<b>Architect IV</b>

**Arts Program Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
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**Audio-Visual Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>0901</b>	<b>B11</b>	<b>Audio-Visual Specialist</b>
<b>0902</b>	<b>B06</b>	<b>Audio-Equipment Tech</b>
<b>0905</b>	<b>B06</b>	<b>Audio Equipment Technician -Hourly</b>
<b>0923</b>	<b>B12</b>	<b>Film Producer</b>

**Bond Research Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>1987</b>	<b>B13</b>	<b>Loan Processing Officer</b>
<b>1994</b>	<b>B14</b>	<b>Loan Processing Specialist</b>

**Cartography Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>5746</b>	<b>B10</b>	<b>Cartographer II</b>
<b>5747</b>	<b>B12</b>	<b>Cartographer III</b>

**Chemistry Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>5532</b>	<b>G05</b>	<b>Water Chemist II</b>
<b>5533</b>	<b>G06</b>	<b>Water Chemist III</b>
<b>5534</b>	<b>G07</b>	<b>Water Chemist IV</b>
<b>9246</b>	<b>G07</b>	<b>Criminalist HI</b>

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**Civil Engineer Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>5612</b>	<b>G06</b>	<b>Civil Engineer II</b>
<b>5613</b>	<b>G07</b>	<b>Civil Engineer III</b>
<b>5614</b>	<b>G08</b>	<b>Civil Engineer IV</b>
<b>5615</b>	<b>G09</b>	<b>Civil Engineer V</b>

**Clinical Therapy Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>3532</b>	<b>G04</b>	<b>Clinical Therapist I</b>
<b>3533</b>	<b>G05</b>	<b>Clinical Therapist II</b>
<b>3534</b>	<b>G07</b>	<b>Clinical Therapist III</b>
<b>3574</b>	<b>BI</b>	<b>Social Work Assistant</b>

**Consumer Services Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>2490</b>	<b>B12</b>	<b>Consumer Invest. I</b>
<b>2491</b>	<b>B13</b>	<b>Consumer Invest. II</b>

**Dental Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>3203</b>	<b>SR</b>	<b>Dentist</b>
<b>3213</b>	<b>B09 (BIO effective 1/1/09)</b>	<b>Dental Assistant</b>

**Electrical Engineering Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>5812</b>	<b>G06</b>	<b>Electrical Engineer II</b>
<b>5813</b>	<b>G07</b>	<b>Electrical Engineer III</b>
<b>5814</b>	<b>G08</b>	<b>Electrical Engineer IV</b>
<b>5815</b>	<b>G09</b>	<b>Electrical Engineer V</b>

**Electronic Technician Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
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**Environmental Control Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>2006</b>	<b>B09</b>	<b>Environmental Control Technician</b>
<b>2073</b>	<b>G08</b>	<b>Environmental Engineer III</b>
<b>2074</b>	<b>G06</b>	<b>Environmental Engineer I</b>

2077	B13 (B14 effective 1/1/09)	Senior Environmental Inspector
2078	B12	Environmental Inspector
2081	G07	Environmental Engineer II
2083	B13 (B14 effective 1/1/09)	Environmental Investigator

**Fire Prevention Series**

Title Code	Grade	Title
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**General Administrative/Clerical Series**

Title Code	Grade	Title
0302	B10	Administrative Asst. II
0303	B12	Administrative Asst. III
0325	B14	Supervisor of Customer Accounts
0416	B10	Ward Clerk
0419	B10	District Clerk
0422	BIO	Intake Aide
0429	B06	Clerk II
0430	B08	Clerk III
0431	BIO	Clerk IV
0432	B12	Supervising Clerk
0433	B13	Supervisor of License Issuance
0438	BII	Timekeeper - CPD
0443	B06	Clerk II-Hourly
0444	B08	Clerk III - Hourly
0445	B06	Library Clerk
0446	B06	Library Clerk - Hourly
0447	BOS	Senior Library Clerk
0448	B08	Senior Library Clerk - Hourly
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0449	BIO	Head Library Clerk
0539	SR	Library Page
0631	BII	*Senior Data Controller
0662	BIO	*Senior Computer Console Operator
0664	B08	*Data Entry Operator
0665	B09	*Sr. Data Entry Operator
0689	B14	Sr Help Desk Technician
0690	B12	Help Desk Technician
0725	BII	Editorial Assistant
0809	BIO	Executive Secretary I (Tsr Off. Only)
0826	B08	Principal Typist
0831	BIO	*Personal Computer Opr. III
0832	B09	*Personal Computer Opr. II
0833	B08	*Personal Computer Opr. I
0839	BII	Supervisor of Data Entry Operators

0863	B12	Legal Secretary
0875	BIO	Sr Legal Personal Computer Operator
0876	B09	*Legal Personal Computer Operator
1227	B13	Revenue Investigator I
1228	B14	Revenue Investigator II
1233	B13	Licensing Coordinator
1614	BIO	Legislative Assistant II
1692	B09	Court File Clerk
1730	B14	Program Analyst
1734	BII	Statistician
1735	B13	Senior Statistician
1770	B12	Program Coordinator
1913	B13	Asst. Project Coord.
2962	SR	Senior Aide
3006	B08 (B09 effective 1/1/09)	**Unit Assistant
3488	BII	Supvng Animal Care Clerk
3498	BIO	Animal Care Clerk

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3566	BIO	Behavioral Health Asst
3837	B12	Intake Coordinator
4098	BIO	Summer Program Specialist I
4238	B09 (BIO effective 1/1/09)	Property Custodian
4239	BII	Supervising Property Custodian
6333	B09 (BIO effective 1/1/09)	Property Custodian
7102	BIO (BII effective 1/1/09)	Dispatch Clerk
7103	BII	Equipment Coordinator
7118	BII (B12 effective 1/1/09)	Dispatch Clerk I/C
8504	B09	District Aide
9003	B12	Criminal History Analyst
9005	B15	Supvr. of Instant Update Unit
9196	B14	Subpoena Officer
9197	B12 (B13 effective 1/1/09)	Warrant & Extradition Aide
9214	B09	*Fingerprint Tech I
9224	BII	^Fingerprint Tech II
9225	B13	*Fingerprint Tech III
9226	B13	Latent Fingerprint Examiner
9228	B15	Fingerprint Tech IV
9230	B14	Sr Latent Fingerprint Examiner

**Grant Preparation and Administration Series**

Title Code	Grade	Title
2905	B14	Coord. Of Grants Mgmt.
2989	G07	Grants Research Spec.
2990	B12	Grants Specialist



**3810                      B12    Contact Develop. Spec.**

**Graphic Arts Serie**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>0692</b>	<b>B06</b>	<b>Reprographics Tech I</b>
<b>0693</b>	<b>BOS</b>	<b>Reprographics Tech II</b>
<b>0694</b>	<b>B10</b>	<b>Reprographics Tech III</b>
<b>5735</b>	<b>B10</b>	<b>Computer Graphics Tech III</b>

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<b>5742</b>	<b>BIO</b>	<b>Graphic Artist II</b>
<b>5743</b>	<b>B12</b>	<b>Graphic Artist III</b>

**Health Care Services Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>3139</b>	<b>B09</b>	<b>Certified Medical Asst.</b>
<b>3743</b>	<b>B08</b>	<b>Public Health Aide</b>

**Health Code Inspection Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>2391</b>	<b>B13</b>	<b>Health Code Enforcement Inspection Analyst</b>
<b>3465</b>	<b>B12</b>	<b>Public Health Admin. I</b>
<b>3466</b>	<b>B14</b>	<b>Public Health Admin. II</b>

**Health Education Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>3421</b>	<b>B12</b>	<b>Health Educator</b>

**Investigator Office of Professional Standards Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>9181</b>	<b>B16</b>	<b>Investigator Ops HI</b>
<b>9182</b>	<b>B15</b>	<b>Investigator Ops II</b>
<b>9183</b>	<b>B14</b>	<b>Investigator Ops I</b>

**Landscape Architectural Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>5413</b>	<b>G04</b>	<b>Landscape Architect</b>
<b>5415</b>	<b>G06</b>	<b>Sr. Landscape Architect</b>

**Landscape Maintenance Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>7945</b>	<b>G04 (G05 effective 1/1/09)</b>	<b>City Forester</b>
<b>7946</b>	<b>G05 (G06 effective 1/1/09)</b>	<b>Senior City Forester</b>

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<b>7950</b>	<b>G04</b>	<b>Horticulturist</b>
<b>7951</b>	<b>G05</b>	<b>Sr. Horticulturist</b>

**Legal Research Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>1616</b>	<b>BII</b>	<b>Paralegal I</b>
<b>1617</b>	<b>B13</b>	<b>Paralegal II</b>
<b>1682</b>	<b>B13</b>	<b>Sr. Legal Investigator</b>

**Library Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>0501</b>	<b>G04</b>	<b>Librarian I</b>
<b>0502</b>	<b>G04</b>	<b>Archival Specialist</b>
<b>0506</b>	<b>G05</b>	<b>Librarian II</b>
<b>0507</b>	<b>G05</b>	<b>Senior Archival Spec.</b>
<b>0572</b>	<b>G03</b>	<b>Community Center Dir. - CPL</b>
<b>0573</b>	<b>G03</b>	<b>Library Associate</b>
<b>0574</b>	<b>G06</b>	<b>Librarian III</b>
<b>0575</b>	<b>G03</b>	<b>Library Associate - Hourly</b>
<b>0579</b>	<b>G07</b>	<b>Librarian IV</b>

**Maintenance Inspection Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
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**Maintenance Scheduling Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
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**Mechanical Engineering Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>6052</b>	<b>G06</b>	<b>Mechanical Engineer II</b>
<b>6053</b>	<b>G07</b>	<b>Mechanical Engineer III</b>
<b>6054</b>	<b>G08</b>	<b>Mechanical Engineer IV</b>

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**Medical Technology Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>3125</b>	<b>G06</b>	<b>Supervisor of Field Laboratories</b>
<b>3126</b>	<b>B8</b>	<b>Phlebotomist</b>
<b>3130</b>	<b>BIO (BII effective 1/1/09)</b>	<b>Laboratory Technician</b>

**Microbiology Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
3111	G06	Electron Microscopist
3112	G08	Senior Electron Microscopist
3177	G05	Microbiologist II
3178	G06	Microbiologist III
3179	G07	Microbiologist IV

**Miscellaneous / Building / Construction Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
2131	B16	Coordinator of Special Projects-Buildings

**Office Machine Repair Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
0685	B12	Telephone Equipment Coord.

**Personnel Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
1341	B09 (10 effective 1/1/09)	Personnel Asst.
1342	B11(B12 effective 1/1/09)	Senior Personnel Asst.
1359	B14	Training Officer
1361	B13	Training Technician III
1362	B12	Training Technician II

**Pharmacy Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
3118	BOS	Pharmacy Helper

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**Photographic Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
0920	B09	Photographic Tech
0921	BII	Sr. Photographic Tech

**Physician Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
3363	SR	Physician
3371	SR	Occupational Health Physician
3384	SR	Psychiatrist

**Planning/Research Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
1401	G03	City Planner I

1402	G04	City Planner II
1403	G05	City Planner III
1404	G06	City Planner IV
1723	B13	Parking Analyst
1724	B12	Senior Research Asst.
1767	B14	Landmark Preserv. Spec.
2056	G08	Research Associate
2919	G05	Senior Planning Analyst
2920	G03	Planning Analyst
2921	G05	Senior Research Analyst
2922	G03	Research Analyst
3407	G09	Epidemiologist III
3414	G07	Epidemiologist II
3415	G05	Epidemiologist I

**Procedure Analysis Series**

Title Code	Grade	Title
0604	G08	Sr. Systems Programmer
0611	G06	Systems Programmer

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0620	B13	GIS Analyst
0626	B13	Telecommunications Spec.
0627	B15	Sr. Telecommunications Spec.
0635	G08	Sr Programmer/Analyst
0638	G06	Programmer/Analyst
1142	G06	Senior Operations Analyst
1143	G04	Operations Analyst

**Public Health Nutrition Series**

Title Code	Grade	Title
3409	B09	Nutrition Technician
3410	G02	Public Health Nutritionist I
3411	G03	Public Health Nutritionist II

**Public Information Series**

Title Code	Grade	Title
0412	B09	Inquiry Aide III - Hourly
0413	B07	Inquiry Aide I
0414	B08	Inquiry Aide II
0415	B09	Inquiry Aide III
0419	B09 (B10 effective 1/1/09)	Customer Account Rep.
0701	B12	Public Relations Rep I
0702	B13	Public Relations Rep II
0703	B14	Public Relations Rep III

<b>0711</b>	<b>B13</b>	<b>Public Infor. Officer</b>
<b>7043</b>	<b>B10</b>	<b>Airport Customer Service Rep</b>
<b>8615</b>	<b>B10</b>	<b>Communications Operator 1-311</b>
<b>8616</b>	<b>B11</b>	<b>Communications Operator 11-311</b>

**Public Vehicle Inspection Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>1274</b>	<b>B12</b>	<b>Public Vehicle Inspector</b>
<b>1275</b>	<b>B13</b>	<b>Sr Public Vehicle Inspector</b>

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**Purchasing Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>1414</b>	<b>B13</b>	<b>Contracts Manager</b>
<b>1481</b>	<b>B11</b>	<b>Contract Review Spec. I</b>
<b>1482</b>	<b>B13</b>	<b>Contract Review Spec II</b>
<b>1520</b>	<b>B10</b>	<b>Purchase Contract Admin</b>
<b>1521</b>	<b>B12</b>	<b>Senior Purchase Contract Administrator</b>
<b>1530</b>	<b>B12</b>	<b>Contract Compliance Officer</b>

**Real Estate Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>1036</b>	<b>B11</b>	<b>Tax Agent II</b>
<b>1295</b>	<b>B12</b>	<b>Zoning Plan Examiner</b>
<b>1602</b>	<b>B14</b>	<b>Senior Land Acquisition/ Disposition Officer</b>
<b>1622</b>	<b>B13</b>	<b>Land Acquisition/ Disposition Officer</b>
<b>1663</b>	<b>B13</b>	<b>Leasing Agent</b>

**Rehabilitation Construction Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>1939</b>	<b>B15</b>	<b>Rehabilitation Construction Spec.</b>

**Safety Specialist Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>6122</b>	<b>B13</b>	<b>Safety Specialist</b>

**Sanitarian Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>2381</b>	<b>B13</b>	<b>Sanitarian II</b>
<b>2382</b>	<b>B12</b>	<b>Sanitarian I</b>

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**Social Services Series**

<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
0709	BII	Volunteer Services Coord.
1901	B13	Relocation Specialist
2944	B14	Employability Review Specialist III
3026	B15	Program Coord. - Disability Services
3029	G05	Specialist in Aging II - Hourly
3030	G03	Specialist in Aging I
3031	G05	Specialist in Aging II
3034	B06	Elderly Aide I - Hourly
3036	B07	Elderly Aide II
3037	B08	Elderly Aide III
3038	B07	Elderly Aide II - Hourly
3039	BII	Asst. Spec, in Disability
3040	BII	Asst. Spec, in Aging
3042	B08	Elderly Aide III - Hourly
3066	G04	Elder Protective Investigator I
3067	G06	Elder Protective Investigator II
3073	G05	Disability Spec. II
3074	G03	Disability Spec. I
3077	B06	Service Coordinator Aide
3078	G03	Resident Services Coordinator I
3084	G05	Human Relations Invest. I
3085	G06	Human Relations Invest. II
3086	G07	Human Relations Invest. III
3088	B06	Outreach Worker
3089	BII	Outreach Coordinator
3094	B14	Human Relations Specialist II
3095	B12	Human Relations Specialist I
3429	BII	Case Manager Assistant
3433	BII	Communicable Disease Control Inv. I
3434	B12	Communicable Disease Control Inv. IT

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3520	B12	Domestic Violence Advocate
3548	G07 (08 effective 1/1/09)	Psychologist
3573	BIO	Support Services Assistant
3574	BII	Social Work Assistant
3826	B13	Human Service Spec II

3827	B12	Human Service Spec I
3838	B11	Human Service Worker
3897	B14	Community Outreach Coord.
3898	B13	Community Service Rep.
3914	B13	Support Services Coordinator
3932	G03	Social Worker I
3933	G04	Social Worker II
3934	G06	Social Worker III
3956	B15	Area Mgr. - Youth & Family Services
3966	B12	Comm. Resource Spec.
9101	B12	Community Organizer-CAPS

**Speech-Hearing-Vision Series**

Title Code	Grade	Title
0903	B08	Audio-Vision Tester

**Storekeeping Series**

Title Code	Grade	Title
1585	B11	Inventory Analyst
1593	B15	Director of Supply and Stock Control
1805	B06	Stockhandler
1811	B07	Storekeeper
1813	B08	Senior Storekeeper
1815	B09	Principal Storekeeper
1817	B10	Head Storekeeper
1850	B11	Supervisor of Inventory Control I

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**Structural Engineer Series**

Title Code	Grade	Title
5619	G07	Structural Engineer III
5620	G08	Structural Engineer IV
5622	G09	Structural Engineer V

**Sub-Professional Engineering Series**

Title Code	Grade	Title
5701	B08	Draftsman I
5702	B10	Draftsman II
6141	B09	Engineering Tech II
6142	B11	Engineering Tech III
6143	B13	Engineering Tech IV
6144	B14	Engineering Tech V

<b>6145</b>	<b>B15</b>	<b>Engineering Tech VI</b>
<b>Traffic Engineer Series</b>		
<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>6252</b>	<b>G06</b>	<b>Traffic Engineer II</b>
<b>6253</b>	<b>G07</b>	<b>Traffic Engineer III</b>
<b>6254</b>	<b>G08</b>	<b>Traffic Engineer IV</b>
<b>Veterinary Series</b>		
<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>3309</b>	<b>G10</b>	<b>Veterinarian - Hourly</b>
<b>3310</b>	<b>G10</b>	<b>Veterinarian</b>
<b>3487</b>	<b>B14</b>	<b>Supvr. of Animal Care Aides</b>
<b>3492</b>	<b>Bll (B12 effective 1/1/09)</b>	<b>Veterinary Assistant</b>
<b>3497</b>	<b>B10 (Bll effective 1/1/09)</b>	<b>Animal Care Aide II</b>
<b>3499</b>	<b>B09 (BIO effective 1/1/09)</b>	<b>Animal Care Aide I</b>
<b>Water Quality Series</b>		
<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>2317</b>	<b>B09</b>	<b>Water Quality Inspector</b>
356161 1		
	120	
<b>5518</b>	<b>G07</b>	<b>Filtration Engineer III</b>
<b>5519</b>	<b>G08</b>	<b>Filtration Engineer IV</b>
<b>5520</b>	<b>G09</b>	<b>Filtration Engineer V</b>
<b>5528</b>	<b>G06</b>	<b>Filtration Engineer II</b>
<b>5642</b>	<b>G06</b>	<b>Sanitary Engineer II</b>
<b>5643</b>	<b>G07</b>	<b>Sanitary Engineer III</b>
<b>5644</b>	<b>G08</b>	<b>Sanitary Engineer IV</b>
<b>X-Ray Series</b>		
<b>Title Code</b>	<b>Grade</b>	<b>Title</b>
<b>3169</b>	<b>B12</b>	<b>Medical X-Ray Tech</b>



350161 I

**ADMINISTRATIVE AND CLERICAL**

**SCHEDULE 1**

**TITLES WITHIN BARGAINING UNIT**

**Unit Description**

1

Accounting Tech I	.0189
Accounting Tech II	0190
Admin Asst II	0302
Admin Asst III	0303
Airport Customer Service Rep	7043
Animal Care Clerk	3498
Asst Project Coord	1913
Behavioral Health Asst	3566
Cartographer II	5746
Cartographer III	.5747
Cashier	0205
Certified Med; Asst.	3139
City Forester	7945
Clerk II	0429
Clerk II - Hourly	0443
Clerk III	0430
Clerk III - Hourly	0444
Clerk IV	0431
Collections Rep	0420
Communications Operator 1-311	8615
Communications Operator 11-311	8616
Community Serv. Rep	3898
Computer Graph Tech III	5735

Cntrct Compliance Offr	1530
Cntrct Devlp Spec	3810
Cntrct Manager	1414
Cntrct Rvw Spcist I	1481
Cntrct Rvw Spcist II	1482
Court File Clerk	1692
Customer Account Rep	0419
Data Entry Operator	0664

**Grade**

**See Attachment for Exclusions to Listed Title**

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04 (05 effective 1/1/09)

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**ADMINISTRATIVE AND CLERICAL**

**SCHEDULE 1**

**TITLES WITHIN BARGAINING UNIT**

**See Attachment for Exclusions to Listed Title**

Dir Supply & Stck Ctl Dispatch Clerk Dispatch Clerk I/C District Aide District Clerk Draftsman I Draftsman II Editorial  
Asst  
Employability Review Spec III  
EngrTech II

EngrTech III  
Engr Tech IV  
Engr Tech V  
Engr Tech VI  
Executive Secretary I  
Film Producer  
Fingerprint Tech I  
Fingerprint Tech It  
Fingerprint Tech III  
Fingerprint Tech IV  
GIS Analyst  
Graphic Artist II  
Graphic Artist III  
Head Cashier  
Head Library Clerk  
Head Storekeeper  
Help Desk Technician  
Inquiry Aide I  
Inquiry Aide II  
Inquiry Aide III  
Inquiry Aide III - Hourly  
Intake Aide

Inventory Analyst

1593 7102 7118 8504 0417 5701 5702 0725 2944 6141 6142 6143 6144 6145 0809 0923  
9214 9224 9225 9228 0620 5742 5743 0206 0449 1817 0690 0413 0414 0415 0412 0422  
1585

15 10 11 09 10 08 10 11 14 09 11 13 14 15 10 12 09 11 13 15 13 10 12 11 10 10  
12 07 08 09 09 09 11

Dir Supply & Stck Ctl (11 effective 1/1/09) (12 effective 1/1/09)

District Clerk

Editorial Assistant

Engr Tech IV Ex Secretary I

Graphic Artist II Graphic Artist III Head Cashier

Intake Aide

356J6I I

**ADMINISTRATIVE AND CLERICAL**

**SCHEDULE 1**

**TITLES WITHIN BARGAINING UNIT**

**See Attachment for Exclusions to Listed Title**

Laborator

Land Acquis/Disp Officer Land Preserv Specialist Latent Fingerprint Examiner Leasing Agent Legal Personal Cmptr Opr  
Legal Secretary Legislative Asst II Library Clerk' Library Cferk - Hourly Licensing Coord Loan Proc Officer Loan Proc  
Specialist Para Legal I Para Legal II Parking Analyst Payment Reconciler Payment Services Rep Personal Compter Oper  
I Personal Compter Oper II Personal Compter Oper III Personnel Asst Phlebotomist Principal Storekeeper Principal Typist  
Program Analyst Program Auditor I Program Auditor II Program Auditor III Program Coordinator Property Custodian  
Property Custodian

3130

1622

1767

9226

1663

0876

0863

1614

0445

0446

1233

1987

1994

1616

1617

1723

0236

0235

0833

0832

0831

1341

3126

1815

0826

1730

2914

2915

2917

1770

4238

6333

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effective 1/1/09) effective 1/1/09)

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**ADMINISTRATIVE AND CLERICAL TITLES TITLES WITHIN BARGAINING UNIT**

**TC**

**Unit Description**

1

Public Information Officer	0711
Public Relations Rep I	0701
Public Relations Rep II	0702
Public Relations Rep III	0703
Purchase Contract Adm	1520
Reprographics Tech I	0692
Reprographics Tech II	0693
Reprographics Tech III	0694
Revenue Acct. Spec II	0421
Revenue Investigator I	1227
Revenue Investigator II	1228
Safety Spec	6122
Sr City Forester	7946
Sr Comput Cbhsol Opr	0662
Sr Data Controller	0631
Sr Data Entry Operator	0665
Sr Help Desk Technician	0689
Sr Land Acquisition/Disp Ofr	1602
Sr Latent Fingerprint Examiner	9230
Sr Legal Personal Computer Opr	0875
Sr Legal Investigator	1682
Sr Library Clerk	0447
Sr Library Clerk - Hourly	0448
Sr Personnel Asst	1342
Sr Purchasing Contr Admin	1521
Sr Research Asst	1724
Senior Storekeeper	1813
Senior Telecom Spec.	0627
Staff Assistant	0308
Stockhandler	1805
Storekeeper	1811
Subpoena Officer	9196
Supv Inv Control I	1850
Suprvsng Animal Care Clerk	3488
Suprvsng Clerk	0432
Suprvsng Property Custodian	4239
Supvr of Data Entry Operators	0839

Supvr of Instant Update Unit      9005  
Supvr of License Issuance        0433

**Grade**

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05 (06 effective 1/1/09)

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ADMINISTRATIVE AND CLERICAL

TITLES WITHIN BARGAINING UNIT

See Attachment for Exclusions to Listed Title

Tax Agent II

Telecommunications Spec Telephone Equip Coord Timekeeper - CPD Training Officer Training Tech II

Training Technician III Ward Clerk

Water Quality Inspector

1036

0626

0685

0438

1359

1362

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0416

2317

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[A15/unit 1]

**ATTACHMENT TO SCHEDULE I**

In Departments listed below, indicated job classifications are excluded from this bargaining unit. The following agencies are excluded completely from this bargaining unit: Departments of Personnel, Budget and Management and the City Council

**Unit Job Classification**

1

Computer Cartographer II Customer Accountant Rep Director Supply & Stock Ctl District Clerk

Editorial Assistant Executive Secretary I Graphic Artist II Graphic Artist III Head Cashier Intake Aide Legislative Asst  
II Personal Comptr Opr I Principal Storekeeper

Public Relations Rep I Public Relations Rep III Reprographics Technician I Reprographics Technician II Reprographics  
Technician III Revenue Accountant Specialist  
5757 0419 1593-0417

0725 0809 5742 5743 0206 0422 1614 0831 1815

0701 0703 0692 0693 0694 0421  
Graphics & Reproduction City Clerk Bd. of Elec. Aviation  
General Services  
Purchasing  
Sewers  
Streets & Sanitation  
Transportation  
Water  
All departments except City Clerk All departments except City Treasurer Graphics & Reproduction Graphics &

Reproduction All departments, except City Treasurer All departments except Housing/Police All departments, except  
City Clerk City Clerk  
Aviation (Ghgo. Pub. Lib. transferred to Unit V)  
General Services  
Purchasing  
Sewers  
Transportation  
Water  
Graphics & Reproduction Special Events Graphics & Reproduction Graphics & Reproduction  
Graphics & Reproduction City Clerk

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## **ATTACHMENT TO SCHEDULE I**

In the Departments listed below, indicated job classifications are excluded from this bargaining unit. The following agencies are excluded completely from this bargaining unit: Departments of Personnel, Budget and Management and the City Council.

### **Unit Job Classification**

1

Safety Specialist Secretary

Senior Storekeeper

Staff Assistant Stock handler

Storekeeper



Ward Clerk

6122 0805

1813

0308. 1805

1811

0416

Sewers

Streets & Sanitation

City Clerk

Law

Local Liquor Control Commission Aviation

General Services

Purchasing

Sewers.

Transportation

Water

All departments except City Treasurer Aviation

General Services

Purchasing

Sewers

Transportation

Water

Aviation

General Services

Purchasing

Sewers

Transportation

Water

Streets & Sanitation

[A15/Unit 1]

**HUMAN SERVICES AND INSPECTION TITLES WITHIN BARGAINING UNIT**

**See**

**Attachment for Exclusions to Listed Title**

Animal Care Aide I Animal Care Aide II Animal Care Clerk Asst Spec Aging Asst Spec in Dis Audio-Vision Tester Case  
Manger Asst Community Organizer-CAPS Com Dis Contr Inv I Com Dis Contr Inv II Comm .Outreach Coord Comm  
Resource Specialist Cons Investigator I Cons Investigator II Coord Publ Utilities Coord Spl Proj Bldgs Criminal History  
Analyst Dental Assistant Disability Spec I Disability Spec II Domestic Violence Advocate Elder Protective Invest I Elder  
Protective Invest II Elderly Aide I- Hourly Elderly Aide II Elderly Aide II - Hourly Elderly Aide III Elderly Aide III - Hourly  
Envir Control Tech Envir Inspector Envir Investigator Grants Research Spec Grants Specialist Health C/E Insp An Health  
Educator Human Relations Invest I Human Relations Invest II Human Relations Invest III Human Relations Spec I Human  
Relations Spec II

3499 3497 3498 3040 3039 0903 3429 9101 3433 3434 3897 3966 2490 2491 5981 2131 9003 3213 3074 3073 3520  
3066 3067 3034 3036 3038 3037 3042 2006 2078 2083 2989 2990 2391 3421 3084 3085 3086 3095 3094

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**HUMAN SERVICES AND INSPECTION TITLES WITHIN BARGAINING UNIT**

**See**  
**Attachment for Exclusions to Listed Title**

Human Svcs Spec1st I Human Svcs Spec1st II Human Svcs Wrkr Intake Coordinator Investigator OPS I Investigator OPS II  
Investigator OPS III Medical X-Ray Tech. Microbiologist II Microbiologist III Microbiologist IV Nutrition Technician Outreach  
Coordinator Outreach Worker Pharmacy Helper Photo Technician Prog Coord of Dis Ser Public Health Aide Pub Hlth  
Nutritionist I Pub Hlth Nutritionist II Public Vehicle Insp Rehab Const Specialist Relocation Rep Resident Services Coord I

Sanitarian I Sanitarian II Sr Aide

Sr Environment Inspector Sr Photo Technician Sr. Public Vehicle Inspector Service Coordinator Aide

3827 3826 3838 3837 9183 9182 9181 3169 3177 3178 3179 3409 3089 3088 3118 0920  
3026 3743 3410 3411 1274 1939 1915 3078 2382 2381 2962 2077 0921 1275 3077

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Photo Tech

effective 1/1/09)

Sr Photo Tech

130

**HUMAN SERVICES AND INSPECTION TITLES WITHIN BARGAINING UNIT**

**See**  
**Attachment for Exclusions to Listed Title**

Social Work Assistant Specialist in Aging I Specialist in Aging II Specialist in Aging II - Hourly Supy of Accounts Summer  
Program Spec I Supv of Animal Care Aides Supr of Field Laboratories Support Services Assistant Support Services  
Coord Unit Assistant Veterinary Assistant Warrant/Extratn Aide Zoning Plan Examiner

3574 3030 3031 3029 0177 4098 3487 3125 3573 3914 3006 3492 9197 1295

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**ATTACHMENT TO SCHEDULE 2**

In Departments listed below, indicated job classifications  
are excluded from this bargaining unit. The following agencies  
are excluded completely from this bargaining unit: Personnel, Budget & Management, and the City Council

<u>Unit</u>	<u>Job Classification</u>	<u>T C</u>	<u>DEPARTMENT</u>
3	Photographic Technician	0920	Graphics & Reproduction
	Sr. Photographic Technician	0921	Graphics & Reproduction

[A15/unit 3]

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**PROFESSIONAL TITLES**

**WITHIN BARGAINING UNIT**

**See**  
**Attachment for Exclusions to Listed Title**

Accident Adjuster Accountant I Accountant II Accountant III Accountant IV Accounting Tech III Architect I  
Architect II Architect III Architect IV  
Area Mgr-Youth & Family Serv.  
Auditor I  
Auditor II  
Auditor III  
Auditor I  
City Planner I  
City Planner II  
City Planner III  
City Planner IV

Civil Engineer II  
Civil Engineer III  
Civil Engineer IV  
Civil Engineer V  
Clincl Therapist I  
Clincl Therapist II  
Clincl Therapist III  
Coord Grants Mgmnt  
Criminalist III  
Dentist  
Electrical Engr II Electrical Engr III Electrical Engr IV Electrical Engr V Electron Micropst Environmental Eng I  
Environmental Eng II Environmental Eng III Epidemiologist I Epidemiologist II Epidemiologist III Filtration Engr II  
Filtration Engr III Filtration Engr IV Filtration Engr V

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**PROFESSIONAL TITLES**

**WITHIN BARGAINING UNIT**



**See  
Attachment for Exclusions to Listed Title**

Horticulturist Landscape Arch. Mechanical Engineer II Mechanical Engineer III Mechanical Engineer IV Occupational  
Health Phys Operations Analyst Physician Planning Analyst Programmer/Analyst Project Manager Psychiatrist  
Psychologist Public Health Admin I Public Health Admin II Research Analyst Research Associate Sanitary Engineer II  
Sanitary Engineer III Sanitary Engineer IV Sr Electrnl Micropst Sr Horticulturist7951 Sr Landscape Architect Sr Operations  
Analyst Sr Planning Analyst Sr Programmer / Analyst Sr Purch Contr Admin Sr Research Analyst Sr Revenue Analyst Sr.  
Statistician Sr Systems Programmer Social Worker I Social Worker II Social Worker III Statistician Structural Engr III  
Structural Engr IV Structural Engr V Supvrs of Customer Accts. Sys Programmer  
7950 5413 6052 6053 6054 3371 1143 3363 2920 0638 0310 3384 3548 3465 3466 2922  
2056 5642 5643 5644 3112

5415 1142 2919 0635 1521 2921 0227 1735 0604 3932 3933 3934 1734 5619 5620 5622  
0325 0611  
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Occupational Hlth Phys

Psychiatrist effective 1/1/09)

Social Worker III

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**PROFESSIONAL TITLES**

**WITHIN BARGAINING UNIT**

**See Attachment for Exclusions to Listed Title**

Traffic Engineer II Traffic Engineer III Traffic Engineer IV Veterinarian Veterinarian-Hourly Water Chemist.II Water Chemist  
III Water Chemist IV  
6252 6253 6254 3310 3309 5532 5533 5534  
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06 07 08 09 09 05 06 07

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**ATTACHMENT TO SCHEDULE 3**

In Departments listed below, indicated job classifications are excluded from this bargaining unit. The following agencies are excluded completely from this bargaining unit: Departments of Personnel, Budget and Management, and the City Council.

**JOB CLASSIFICATION**

Civil Engineer V Data Base Analyst, I Senior Systems Programmer Systems Programmer Occupational Health Physician  
Project Manager

Psychiatrist Social Worker III  
5615 1104 0604 0611 3371 0310

3384 934

Water

Management Info Services Management Info Services Management Info. Services Fire

All depts except Construction and

Permits (DCAP)

Health

Health

[A15/unit-4]

**LIBRARY TITLES**

**See Attachment for Exclusions to Listed Title**

Archival Specialist Audio Equipment Tech Audio Equipment Tech-Hrly Audio Visual Spec Community Center Dir Librarian  
I Librarian II Librarian III Librarian IV Library Associate Library Associate-Hourly Library Page Principal Storekeeper

Sr. Archival Spec Volunteer Services Coord

0502

0902

905

0901

0572

0501

0506

0574

0579

0573

0575

0539

1815

0507 0709

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Prin. Strkpr. (Public Library only)

In departments listed below, indicated job classifications are excluded from this bargaining unit.  
The following agencies are excluded completely from this bargaining unit: Personnel, Budget & Management, and the City Council.

<u>Unit Description</u>	<u>TC</u>	<u>Department</u>
5	Principal Storekeeper	1815 Aviation General Services Purchasing Sewers Transportation Water

[A15/Unit 5]

**DELETED JOB TITLES BU 01****Description TC**

Accounting Clerk	0179
Account Rep	1132
Acct. Rep. Trainee	1126
Acquisition Coord	1950
Admin Asst I	0301
Admin Legal Clerk	1634
Airport Contract Rep	7032
Airport Info Rep.	7044
Airport Operatns Aide	7002
Airport Tour Guide	0754
Appl. Designer Trainee	1180
Appl. Spec. Trainee	3807
Arch Tech I	5460
Arch Tech II	5461
Arch Tech III	5462
Arch Tech IV	5463
Arch Tech V	5464
Arch Tech VI	5465
Assessor	1001
Assignment Clerk	0424
Asst. Account Rep	1131
Asst. Beat Rep. Coord	9239
Asst. Chief Tele Opetr	0607
Asst. Coord Sp. Srvs.	2984
Asst. Forensic Photog.	9221
Asst. Water Assessor	1070
Business License Rep. I	0335
Business License Rep. II	0336
Buyer I	1511
Buyer II	1512
Buyer III	1514
Cartogrpher I	5745
Career Counselor	2911
Case Intake Clerk	1691
Cashier - Hourly	0207
Chief Cashier	0321
Chief Clerk	0427
Court File Clerk	1692
Civil Engr. Drftsman I	5761
Civil Engr. Drftsman II	5762
Clearings Reconciler	0202

Clerk I	0428
Clerk Trainee	0402
Computer Cartographer I	5756
Computer Cartographer II	5757
Computer Cartographer III	5758
Computer Console Operator	0660
Computer Graph Tech I	5733

**B.U. 01 contd.**

Computer Graph Tech II	5754	
Computer Opr Spec	1121	
Computer Oper Spec/ MIS	0605	
Computer Sup Spec	1184	
Coord Health Education	3427	
Criminalistics Aide	9270	
Data Control Clerk	1750	
Data Controller	0632	
Data Entry Clerk	0661	
Data Entry Clerk - Hourly	0667	
Data Output Handler	0633	
Data Proc. Coord. I	1199	
DataProaCoord.il < <a href="http://DataProaCoord.il">http://DataProaCoord.il</a> >		1198
Data Proc Field Tech	1197	
Data Proc. Inv. Asst.	0650	
Dental Hygenist	3210	
Dental Storekeeper	1812	
Dep. Local Reg. Vtl St.	1715	
Dispatch Asst.	7106	
Documentation Librn	0644	
Elec. Engr. Drafsmn I	5783	
Elec. Engr. Drafsmn II	5784	
Elec. Equip. Tech.	2040	
Elct. Surveyman I	5131	
Elct. Surveyman II	5132	
Elct. Surveyman III	5133	
Elct. Surveyman IV	5134	
Emplyblty Rev Spl I	2942	
Emplyblty RevSpl II	2943	
Engr Tech I	6140	
Envir. Contrl. Insp.	2002	
Envir. Smpl/Eq. Tech III	2023	
Equip. Coordinator	7103	
Evidence Technician	9230	
Exam Pub Chauf Lies	1264	

Extra Clerk	0411
Film Inspector	0974
Film Reviewer	9011
Forensic Photographer	9221
Firearm/Toolmrk Tech I	9241
Fund Manager	0219
Graphic Artist I	5741
Head Clerk	0423
Health Ed Aide I	3424

Housing Court Inv.	1686
Ind. Dev. Rep I	1971
Ind. Dev. Rep II	1972
Ind. Dev. Rep III	1977
Information Rep I	0733
Information Rep II	0734
Information Rep III	0738
Info. Rep-Bilingual	0732
Information Assistant	0739

B.U. 01 con'td

Inquiry and Info Asst	0713
Inventory Auditor	1591
Job Development Spec.	2927
Junior Stenographer	0821
Key Punch Operator	0614
Laboratory Helper	3127
Laboratory Technician I	3128
Laboratory Technician II	3129
Laboratory Technician III	3130
LAN Coord I	0615
LAN Coord II	0617
Land Acquisition Officer	1624
Land Disp. Officer	1622
Land Preserv Spec I	1765
Land Preserv Spec II	1766
Land Preserv Spec III	1767
Land Sales Agent	1612
Landscape Tech	7943
Law Library Aide	1687
Leasing Agent I	1662
Legal Clerk	0877
Legal Investigator	1683
Legal Messenger	1687
Legal Res Asst	9644



Legal Systems Opr	1690
Legal System Spec I	1637
Legal System Spec II	1636
Legal Typist	0878
Liquor License Analyst	0337
Loan Proc Offer Asst	1993
Maintenance Inspector	4545
Map Draftsman I	5751
Map Draftsman II	5752
Materials Expediter	1545
Mech. Engr. Drftsman I	5787
Mech. Engr. Drftsman II	5789
Medical Interviewer	3570
Medical Records Coord	0555
Medical Record Librn	0549
Medical Records Tech.	0550
Medical Stenographer	0846
Message Ctr Opr	1693
Methods Analyst	1153
Office Prop Custodian	0418
Operations/Analyst	1173
Order Filler	1809
Permit App Examiner	2130
Personnel Tech I	1381
Personnel Tech 11	1382
Photographer I	0655
Planner-Schedlr O'Hare	7035
Planning Aide	1452
Planning Assistant	1406

**B.U. 01 cont'd**

Police Aide	9113
Police Inventory Spec	1589
Prin Account Clerk	0147
Prin Tab Mach Oper	0677
Principal Methods Analyst	1157
Principal Steno	0825
Prkng Revenue Examnr	0186
Program Analyst I	1727
Program Analyst II	1728
Program Analyst III	1729
Program Planner	3401
Program Spec/Bilingual	1743
Program Specialist II	1746
Program Specialist III	1747
Property Mngmnt Supvr.	1930

Public Info Asst I	0741
Public Info Asst II	0742
Purchasing Field Tech	1585
Qual Assurance Spec	1536
Receptionist	0797
Records Custodian	0419
Records Coord	3055
Remittance Specialist	0435
Remote Terminal Oper	0669
Reprographics Coord	0675
Repro Machine Tech	0601
Research Aide	1755
Research Assistant	1725
Revenue Account Specialist I	0423
Revenue Specialist I	1224
Revenue Specialist II	1225
Right of Way Agent I	1674
Right of Way Agent II	1670
Safety Spec I	6120
Safety Spec II	6121
Safety Spec III	6122
Secretary	0805
Securities Analyst	0174
Senior Account Clerk	0146
Sr Account Rep	1115
Sr Data Transcriber	0676
Sr Key Punch Oper	0616
Sr Land Acquisition Officer	1604
Sr Legal Steno	0864

Sr Methods Analyst	0742
Sr Microfilm Machine Opr	1486
Sr Pgm Review Spec	0823
Senior Steno	1486
Sr Typist	0823
Shift Supv/Info&mq Asst	1486

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**B.U. 01 cont'd**

Shift Supv Term Oprtns	0668
Skyway Teller	0260
Social Service Asst.	3802
Staff Analyst	1744
Statistician Trainee	1733
Strc Engr Drftmn I	5704
Strc Engr Drftsmn II	5705
Supv Info & Referral	3857
Supv. Terminal Operations	0670
Supvsr Word Process	0831
Tax Agent I	1037
Tax Audit Tech	1230

Tax Examiner I	1043
Tax Examiner II	1044
Tax Investigator	1231
Telephone Operator	0683
Teletype Operator	0606
Tile Expert	1666
Tile Searcher	1664
Toll Attendant	0288
Training Offices Sewer	1346
Training Coordinator	1365
Training Tech I	1363
Tutor/Literacy Prog	0612
Typist	0834
Underwriting Spec	1609
Violatn Abatmnt Exmr	2130
Voucher Coordinator	1575
Water Quality Tech I	6111
Water Quality Tech II	6112
Water Quality Tech III	6113
Word Processing Opr I	0833
Word Processing Opr II	0832

**DELETED JOB TITLES BU 03****Description TC**

Activity Coordinator	3860
Activity Coordr Aide II	3982
Alcoholism Counselor	3536
Asst Coord Field Serv	2931
Asst. Elder Protective Investigator	3065
Asst. Occ. Saf & Health Dir	5954
Asst. Supv./Family Asst	3940
Asst. to Phys. Instructor	3550
Bilingl Comm Dis Cntr Ins	3432
Cardiovascular Tech I	3105
Cardiovascular Tech II	3106
Cardplmnry Resctn Inst	3475
Cardplmnry Tech I	3136
Cardplmnry Tech II	3137
Citiz Particptn Spec	3005
Clinic Board	3470
Comm Aide III	3525
Comm Health Asst I	3478
Comm Health Asst II	3741
Comm Health Asst-Hourly	3741

Comm Intrvtn Wkr	2940
Comm Mntl Hlth Wkr I	3565
Comm Mntl Hlth Wkr II	3567
Comm Rep I	3828
Comm Rep II	3819
Comm Serv Aide II	3848
Comm Service Coord	3970
Comm Serv Spec	3892
Comm Unit Dir I	3033
Comm Unit Dir II	3034
Comm Worker I	3082
Compnstn Investgtr I	1214
Compnstn Investgtr II	1215
Compnstn Investgtr III	1216
ComplianceA/iol Hrg Offer	0383
Compliance Officer	1934
Consumer Serv Aide	2470
Consumer Serv Officer I	2471
Consumer Serv Officer II	2472

Coord Serv for Hrg Imprd	3028
Coord Youth Services	2910
Counselor	2966
Curriculum Coord	3865
Cythotechnologist I	3123
Demolition Inspector	6163
Dental Hygenist	3210

**B.U. 03 con'td**

Elderly Aide I	3035
Empl Dev Spec I	1357
Empl Dev Spec II	1358
Envir & Energy Spec I	2035
Envir Cntrl Insp I	2001
Envir Cntrl Insp II	2002
Envir Cntrl Insp III	2003
Envir Protection Tech	2079
Equal Opport Spclist	3053
Evaluation Specialist I	1761
Evaluation Specialist II	1759
Family Asst Oper	3953
Family Asst Processor	3952
Family Asst Verifier	3951
Family Program Coord	2906
Fitness Instructor	3478
Floriculturist I	. 7910

Food Service Worker	2765
Grant Research Analyst	2981
Handicapped Serv Coord	3836
Health Assesment Tech	3131
Health Coordinator	3908
Health Educator I	3419
Health Educator II	3420
Health Educator Aide	3428
Hearing Tester	3149
Hlth Resource Officer	3509
Hospital Aide	3622
Hospital Asst	3621
Hospital Lie Pract Nurse	3620
Housing Counselor	3823
Human Relations Asst	3070
Human Relations Officer I	3009
Human Relations Officer II	3008
Human Relations Officer III	3013
Human Serv Aide	3832
Human Serv Asst	3834
Hypertension Res Proj Recr	3147
Hypertension Tech	3148
Job Counselor	1336
Lie. Practical Nurse	3613
Maintenance Aide I	4221
Maintenance Aide II	4224
Maintenance Aide II	4236
Management Rep	0365

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Manpower Planner	1420
Medical Asst	3624
Medical Equip Tech	3166
Medical Tech I	3133
Medical Tech II	3134
Medical Tech III	3135
Med X-Ray Tech I	3167
Microbiologist I	3176

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**B.U. 03 cont'd**

Nurses Aide	3611
Nutritionist Asst	3455
Parent Coordinator	3912
Park Naturalist Aide	7905
Park Naturalist Asst	7906
Parking Facility Insp	7435
Pavilion Maint Aide	3499
Pharmacy Helper	3118
Physical Therapist	3144
Physical Fitness Instructor	3132
Physical Asst	3184
Polygraph Examiner I	9241
Polygraph Examiner II	9242
Polygraph Examiner III	9243

Prog Expeditor I	2932
Prog Expeditor II	2933
Prog Expeditor III	2934
Rehab Const Asst	1985
Relocation Prog Officer	1902
Relocation Specialist	1901
Relocation Spvsr	1922
Sanitary Inspector	2374
Sr. Alcoholism	3535
Sr. Case Holding Wrkr	7572
Sr. Counselor	2941
Sr. Financial Counselor C-5	0792
Sr. Hlth Resource Officer	3507
Sr. Manpower Planner	1419
Sr. X-Ray Tech	3165
Social Serv Area Coordinator	3833
Social Work Aide	3996
Social Work Coordinator	3870
Social Worker	3931
Speech Therapy Asst	3406
Support Services Asst	3573
Supv of Family Asst	3939
Supv of Family Asst Info	3944
Supv of Family Asst Rcdr	3943
Supv of Forms/I HEAP	3935
Supv of Outreach Svc	3969
Supv of Physical Fitness	3453
Teacher Assistant HS	3907
Tchr - Parent Child Center	3994
Toxicologist Tech	3157
Tutor-Literac Program	0512

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Utilities Coord	5980
Vision Tech	3182
Vision Tester	3151
Youth Ed & Resource Spec	3015
Youth Intervention Wrkr	3831
Zoning Planner	1445



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**DELETED JOB TITLES**

**BU 04**

**Description TC**

Application Designer	1171
Asst Coord Arts Prog	0707
AsstSuprAcct	0119
Audiologist	3170
Bio Chemist	3124
Bond Resrch Analyst	0200
Bond Resrch Asst	0204
Bond Research Spec	0203
Chemical Engineer	5512

Chemist I	5521
Chemist II	5522
Chemist III	5523
Chemist IV	5524
City Forester I	7950
City Forester II	7951
City Forester III	7952
Comptr Appl Analyst I	1187
Comptr Appl Analyst II	1189
Coord Arts Program	0708
Criminalist I	9244
Criminalist II	9245
Data Base Analyst I	1104
Data Base Analyst II	1106
Data Base Analyst III	1108
Dir of Fuel Mangemnt	1582
Document Examiner I	9210
Document Examiner II	9211
Document Examiner III	9212
Env Cont Engineer I	2044
Env Cont Engineer II	2045
Env Cont Engineer III	2047
Elec Engineer I	5811
Filtration Eng I	5527
Fire Prevention Eng III	8877
Govt Grants Spec I	2923
Govt Grants Spec II	2924
Head Teacher	3995
Health Planner	1448
Landscape Architect II	5412
Landscape Architect III	5413
Landscape Arch IV	5414
Mangmnt System Spec	1127

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Mechanical Engineer I	6051
Med Service Provider	3364
Pharmacist	3117
Physician Specialist	3360
Polygraph Examiner	9248
Prin Appl Designer	1174
Prin Data Storg Analyt	1137

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**B.U. 04 cont'd**

Prin Health Planner	1450
Prin Syst Engineer	1172
Prin Syst Programmer	1136
Clinical Psychologist	3549
Public Health Social Wkr I	3580
Public Health Social Wkr II	3581
Public Health Social Wkr III	3582
Research Analyst - Hourly	2924
Sanitary Engineer I	5641

School Dentist	3201
Specification Engineer	1566
Speech Pathologist	3405
Sr Appl Designer	1170
Sr Data Storg Analyst	1186
Sr Health Planner	1449
Sr Spec Engineer	1565
Sr Systems Engineer	1167
SuprofAcctg	0120
Systems Accountant I	0142
Systems Accountant II	0143
Systems Auditor I	0158
Systems Auditor II	0160
Systems Engineer	1168
Systems Programmer	1151
System Programer DC	0611
System Prgrmr Trainee	1139
Toxologist	3158
Traffic Engineer I	6251
Water Chemist I	5531
Water Quality Tech IV	6114
Water Quality Tech V	6115
Water Research Spec	5535

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## **DELETED JOB TITLES**

### **BU 05**

#### **Description TC**

Librarian I - MRL	0504
Librarian II - MRL	0505
Librarian III - MRL	0520
Librarian V	0585
Library Aide	0534

Library Distr Supvs	0545
Library Guard	4219
Off Machine Reprmn I	6727
Off Machine Reprmn II	6728
Studio Engineer	5849
Tech Processes Aide	0543

If any of the job titles listed on the Deleted Job Title list are re-established in the future, they will continue to be represented by AFSCME and filled in accordance with current contract language.

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## **Exhibit K**

### **CITY OF CHICAGO TUITION REIMBURSEMENT POLICY**

General Purpose: To increase the effectiveness of City services to the citizens of Chicago by encouraging the personal development of City employees through education and training, as well as to prepare employees for advancement.

- I. Effective Date: This policy is effective June 1, 1981, as revised as of the effective date of this

Agreement. Reimbursement for any course commencing on or after this will be subject to this policy statement.

## **II. Eligibility Requirements:**

### **A. Applicants**

1. Applicants must be City employees currently on a City payroll. Board of Education and employees of other governmental agencies are NOT eligible for this program.

2. Applicants must be full-time (a minimum of 35 hrs. a Week) or part-time (more than 17-1/2 but less than 35 hrs. a week) employees. Emergency appointments, seasonal employees, Student-As-Trainees and other student employees are NOT eligible.

### **B. Educational and Vocational/Technical Institutions**

1. Applicant's school of enrollment must offer resident classroom instruction and be chartered by and reside within the State of Illinois, or be an on-line course of study which otherwise meets the requirements of this policy.

2. Colleges and Universities must be accredited by the North Central Association of Colleges and Secondary Schools.

3. Technical/Vocational Institutions must be licensed by the State of Illinois or the Commission of the National Association of Trade and Technical Schools.

4. Courses offered at schools not so accredited may be approved by the Department of Human Resources, if such courses have been authorized by a licensing board and/or professional association.

### **C. Course of Study**

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Courses of study must be related to the employee's current work or probable future work with the City of Chicago.

## **III. Conditions and Limitations on Reimbursement:**

A. Reimbursement is limited to two courses per term.

B. Reimbursement is for tuition only; cost for books, lab fees, late penalties, supplies and other special fees are NOT reimbursable.

- C. Reimbursement will be limited by the amount of financial aid the employee receives from other sources.
- D. Tuition fees paid to any City College of Chicago will NOT be reimbursed.
- E. Reimbursement will be based on available funds.
- F. The application must be approved, by the employee's Department Head or designated authority and by the Department of Human Resources.
- G. All applications must be submitted to the Department of Human Resources within 30 days after the date classes begin.
- H. In case of a work-related seminar, the application and accompanying letter of explanation must be approved by the Department of Human Resources prior to the date of the seminar.
- I. The timely reimbursement of Tuition to the employee is dependent upon the earliest of applications, release of Financial Aid Information forms, original grade reports and original receipts of payment by the Department of Human Resources. Carbon, photostatic, or Xerox copies will NOT be accepted.
- J. Employees expecting late final grade(s) or for some other reason wishing to hold open their reimbursement request must promptly notify the Department of Human Resources. Unless this procedure is followed, reimbursement will not be paid.

#### **IV. Application Procedure:**

- A. Undergraduate Student
    - 1. Complete two (2) copies of the Tuition Reimbursement Application form (PER-50).
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- 2. Complete one (1) copy of the Release of Financial Aide Information form (PER-51).
  - 3. Immediately send one (1) copy of the PER-50 form, without the departmental signatures, and the PER-51 form to the Department of Personnel, Staff & Organization Development, City Hall -Room 1101.
  - 4. Send the second copy of the PER-50 form through your department to secure the

Department Head's or designated representative's signature. When the second copy is received by the Department of Human Resources, the application will be reviewed and the applicant will be notified of its approval or disapproval.

B. Graduate and Vocational/Technical Students

1. Complete steps A 1 -4 as above.
2. Prepare a letter of explanation to the Commissioner of Personnel, describing how your course of study is related to your present or future job duties. This letter is to be signed by the Department Head or designated representative and submitted with the second copy of the PER-50 to the Department of Human Resources. Only one letter needs to be on file during your course of study.

C. Work-Related Seminar Participants

1. Complete two (2) copies of the PER-50 form.
2. Immediately send one (1) copy of the PER-50 form without the departmental signatures to the Department of Human Resources.
3. Send the second copy of the PER-50 form through your department to secure the Department Head's or designated representative's signature.
4. Complete step B-2. The letter requested in this step must be APPROVED PRIOR to the start of the seminar.

V. Reimbursement Rates

Reimbursement is based on grade and granted on the following basis upon submission of original grade reports and original receipts of payment to the Department of Human Resources. The rates are as follows:

A. Undergraduate School

1. Grade "A": Full-time--100%; Part-time~50%
2. Grade "B" and "C": Full time-75%;  
Part time-37-1/2%

B. Graduate and Professional School

1. Grade "A": Full time-100%; Part time-50%
2. Grade "B": Full-time-75%; Part-time- 37-1/2% (Grades of "C" are NOT reimbursable at this level of study)

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- C. Grade of "Pass" in a course graded on a Pass/Fail basis: Full time--75%; Part time-37-1/2%.
- D. Work-related seminars are reimbursed for the registration fee only.

## **VI. Non-Compliance**

Failure to comply with this policy will result in the disapproval of the application and non-payment of reimbursement. The Department of Human Resources will, in all cases, exercise the final judgment as to whether or not reimbursement will be granted and, if so, the amount of reimbursement.

## **VII. Employee Resignation**

In the event an employee commences an undergraduate or graduate degree program after the execution of this agreement, and obtains an undergraduate or graduate degree with the assistance of the tuition reimbursement program, and the employee, within one (1) year of obtaining such degree, voluntarily resigns from the employ of the City, all tuition costs (100%) reimbursed to the employee by the Employer for obtaining such degree shall be repaid to the Employer. If the employee voluntarily resigns after one (1) year but less than two (2) years after obtaining the degree, the employee shall repay one-half (50%) of the tuition reimbursement to the Employer. If the employee does not complete the degree program and voluntarily resigns from the employ of the City, the employee shall repay 100% of the tuition reimbursement received for any course completed within two (2) years of such resignation. Employees receiving tuition reimbursement for such degrees shall, as a condition of receiving such reimbursement, execute an appropriate form consistent with this paragraph.

The Department of Human Resources will administer the Tuition Reimbursement program without regard to race, color, religion, sex, age, national origin or handicap.

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## **SIDE LETTER 1**

**May 20,2013**

**Mr. Michael Newman  
Associate Director  
AFSCME, Council 31  
205 North Michigan Avenue, Suite 2100  
Chicago, IL 60601**

**Dear Mr. Newman:**

This letter is written to clarify the parties' negotiation intent.

1. In connection with our discussion of the interpretation of Section 21.2(f), the Union expressed concern that under said 21.2(f) an employee would be subject to discipline for insubordinately refusing to follow a supervisor's order even in a case where the supervisor had improperly ordered an employee to do something and the supervisor's order repeatedly in the past had been found to be improper. The City agreed that such an employee would not be subject to discipline in such a case.

2. In connection with Section 12.4, in the event that there should be a substantial layoff and employees are on a recall list for six (6) months or more and it appears possible that their layoff may extend beyond the period of their recall rights, the parties, upon request of the Union, shall enter into good faith negotiations to extend the limits on the right of recall.

3. The parties agree that "spouse" within Section 11.1 means common law "spouse" or the equivalent of two non-married adults who live together.

4. It is intended that the holiday pay provisions in Section 6.4 will apply to any holidays which are granted by the Employer to unit employees, in addition to those listed in Section 6.1.

5. In Section 12.9 it is understood that although the Employer, subject to any limitations of this Agreement, may terminate an employee's assignment to a higher related job at any time within the Employer's discretion, the Employer will not unilaterally remove an employee from his/her assignment for the purpose of avoiding the retroactivity provisions for longevity pay.

6. An employee transferring to a position in his/her classification or to a position in an equal-rated pay grade shall be paid at his/ her same rate of pay.

7. Employees who are subject to layoff or laid off when 80 percent or more of all the bargaining unit positions are to be eliminated shall have their rights under Section 12.5 extended to all other City Departments.

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8. The parties agree that the current practice with regard to coffee breaks, with respect to the grant and duration of such breaks by each department, shall continue during the term of the Agreement.

9. The parties agree that Section 10.5 means that the current practice permitting an employee to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

10. In Section 16.6, "etc." refers to outside sales persons who are excluded from the Fair Labor Standards Act, and any job classifications which may be excluded from the Act in the future.

Sincerely,

**/s/ Joseph P. Martinico Chief Labor  
Negotiator City of Chicago**

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**SIDE LETTER 2**

June 28, 1996

Mr. Michael Newman Associate Director  
AFSCME Council 31 29 North Wacker  
Drive 8th Floor, Suite 800 Chicago, IL  
60606

**Re: 1995-96 Contract Negotiations**

Deaf Mr. Newman:

This letter is written to summarize the reclassification agreements reached during our recent collective bargaining negotiations.

The City of Chicago has conducted a thorough analysis and evaluation of the functions of the job titles listed below. Through this analysis, a determination has been made that certain titles should be reclassified per the attached memorandum. The effective dates for these reclassifications are also listed therein.

Finally, the two-step pay plan established for the classifications of Library Page (CPL) (539), Senior Aide (2962), Library Aide (0534), Clerk Trainee (0402) and Library Page (539), shall continue in effect as modified in our recent negotiations.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By  
Michael W. Duffee Chief Labor  
Negotiator City of Chicago

MWD/adm

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## ATTACHMENT 1 TO SIDE LETTER 2

### REGRADED JOBS

A. Effective January 1, 2001:

	<u>Code</u>		<u>Title</u>	<u>Regrade</u>
1.	0189	Accounting Technician I	09-10	
2.	0205	Cashier08-09		
3.	0301	Administrative Assistant I	08-09	
4.	0421	Revenue Account Specialist II	10-11	
5.	0422	Intake Aide09-10		
6.	0423	Revenue Account Specialist I	09-10	
7.	0805	Secretary09-10		
8.	0836	Senior Typist07-08		
9.	0903	Audio-Vision Tester	07-08	
10.	1939	Rehabilitation Construction Specialist	14-15	

11.	2077	Senior Environmental Inspector	12-13
12.	2078	Environmental Inspector	10-12
13.	2381	Sanitarian II12-13	
14.	2382	Sanitarian I11-12	
15.	3084	Human Relations Investigator I	12-G5
16.	3085	Human Relations Investigator II-	13-G6
17.	3086	Human Relations Investigator III	14-G7
18.	3213	Dental Assistant	08-09
19.	3409	Nutrition Technician	08-09
20.	3499	Pavilion Maintenance Aide	08 -09
21.	4239	Supervising Property Custodian	10-11
22.	5733	Computer Graphics Technician I	07-08
23.	6122	Safety Specialist III	12-13
24.	9197	Warrant and Extradition Aide	11-12
25.		Reprographics Tech I	06-08
		(consolidation)	

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### **SIDE LETTER 3**

July 28, 1988 (Amended June 13, 2007)

Mr. Henry Bayer

AFSCME

29 North Wacker Drive - 800 Chicago, IL

60606

Dear Henry:

This,letter is written to clarify the parties' negotiation intent.

1. It is the understanding of the parties that in the case of discipline based upon the results of a sustained OMI investigation, the employee so disciplined shall be entitled to receive a copy of that part of the OMI report, pertaining to the employee, upon which the discipline is based.

2. The Employer shall re-examine its policy regarding docking of employees for tardiness and shall announce a consistent policy within 30 days of the date of ratification of the agreement by the City Council. Prior to implementation, the Employer will discuss the policy with the Union committee.

3. The Employer shall send letters to Department Heads informing them of the identity of the six Local Presidents and six Local Chief Stewards, and their authorized activity, under the contract.

4. A committee from the City and AFSCME shall meet at a time and a place mutually acceptable within a reasonable time of ratification of this Agreement in order to discuss the form used to complete performance evaluations of employees. At such a meeting, the parties may also discuss possible improvements in such performance evaluation form. Based upon these meetings, the committee may make recommendations to the Commissioner of Personnel.

5. The current policy with respect to marriage leave for Police Department employees shall continue for the life of this agreement.

6. Isom Settlement (01-86-009-003): The two annual days described in paragraph 5 of the grievance settlement executed 10/9/ 87 shall be continued for the life of the Collective Bargaining Agreement.

7. It is agreed that the attached letter (Attachment 1) together with Article 25 comprises the parties entire Agreement with regard to Dues Check-Off and Fair Share.

8. The parties agree that employees formerly employed in a title in the AFSCME bargaining unit who were placed in a title in the Field Service Specialist Series on January 1, 1988 shall continue to be represented by AFSCME so long as they remain in a title in the Field

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Service Specialist Series. All other employees currently or subsequently placed in the field Service Specialist Series shall not be represented by AFSCME.

9. The parties agree that employees employed as Assignment Clerks prior to January 1, 1988, who, as of January 1, 1988 were reallocated to titles below pay grade 9 shall continue to receive all general wage increases, and longevity increases, if applicable, that are granted to other bargaining unit employees.

10. The Employer recognizes its obligation to assign bargaining unit work to bargaining unit employees consistent with Article 1.2 of its collective bargaining Agreement with the Union.

When a new or merged job titles is established pursuant to Article 13.1 of the collective bargaining Agreement which affects the classification status of incumbent employees represented by the Union, and the Employer determines not to retain the affected employees in the bargaining unit, the Employer shall so notify the Union.

If the Union believes the action violates Article 1.2 of the Agreement, it shall so notify the Employer and the parties shall within fourteen days of such notice select an arbitrator from their panel to arbitrate the dispute within thirty days of his/her selection.

If the Union petitions the Labor Board for inclusion of the title in its bargaining unit, the Employer and the Union shall act cooperatively to get a Labor Board decision as expeditiously as possible.

Employees whose positions are removed from the bargaining unit as a result of the foregoing shall have a right to a vacancy in an equal or lower-rated position for a period of one (1) year from the time of such removal provided they have the then present ability to perform the work without further training.

11. It is agreed that the Employer's work week as defined in Article 16.1-("The work week shall begin at 12 AM Sunday and end at 11:59 PM the following Saturday") is intended to apply to all of Article 16

12. Library Pages shall be allowed to bid on job postings in accordance with the attached Memorandum of Agreement. (See Attachment 2)

13. The intent of the parties' negotiations was to permit employees the option of selecting Compensatory time in lieu of cash for premium pay as well as for overtime and holidays.

Sincerely,

hi Joan Cole  
Director of Labor Relations

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### **ATTACHMENT 1 TO SIDE LETTER 3**

Re: Article 25 of the Collective bargaining Agreement Between City of Chicago and AFSCME

Dear Flenry:

This letter is to confirm our agreement that AFSCME Council 31 ("Union") will provide an itemized fair share notice ("Notice") which sets forth its major expenditures which qualify for fair share purposes, as well as a statement that the information on the Union's expenditures was obtained from its most recent annual audited financial statement, The Union will also provide, as part of the Notice, a description of the procedure available to non-member employees for the appeal and resolution of challenges to its fair share fee by an impartial decision-maker and a statement that disputed portions of fair share objectors' fair share fees will be placed in an escrow account while the objections are pending. Prior to distribution of the Notice to non-members, the; Union shall submit the Notice to the individual or official designated by the Employer for that purpose. The initial Union Notice shall satisfy the above-mentioned requirements.

Pursuant to Section 25.1 of the Contract, the Employer will provide the Union with complete names and addresses, on a monthly basis, of all persons hired into the Union's bargaining unit. The Union shall notify in writing each non-member employee in its bargaining unit of his or her fair share obligation and shall be responsible for distribution of all fair share notices to non-members, including new hires, upon receipt of the names and addresses of these employees from the Employer. The Union will certify to the Employer that distribution of the Notice has been completed. The Employer shall not be responsible for the fair share processes, except as provided herein. The Employer shall not be a party to, but shall be bound by, any decision

obtained through the Union's impartial fair share dispute resolution procedure. The Employer shall not be responsible under any circumstances to guarantee the legal sufficiency or factual accuracy of the Union's fair share calculations, fair share amount, or fair share procedures.

The Employer shall not be obligated to remit a fair share deduction to the Union until it: has distributed a fair share notice and dispute resolution procedure consistent with the terms of this letter and of Section 25.2 of the contract. In the event of a dispute as to compliance, the Employer and the Union shall place deductions in an interest bearing account and proceed to an expedited arbitration on the issue(s) raised by the Employer.

In connection with the indemnification provision of Section 25.1 of the contract, it is further agreed that in the event of a claim, suit or demand brought against the Employer arising out of any action taken for the purpose of complying with the provisions of Article 25 of the contract, or in reliance upon any list, notice, certification or assignment furnished thereunder, the Employer shall have the option of representing itself through the office of the Corporation Counsel or through the appointment of a Special Assistant Corporation Counsel. In either event, the Employer shall be solely responsible for the payment of the attorney's fees so generated in representing itself. If, however, the Employer does not exercise either of the above options, the Union shall be solely responsible for the payment of attorney's fees incurred in the defense of the

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Employer, provided that the Union shall, after consulting with the Employer, select the attorney(s) to represent the Employer.

Very truly yours,

City of Chicago

Isl Joan Cole  
Director of Labor Relations City of Chicago

Agreed to on behalf of American Federation of State,  
County, and Municipal Employees, Council 31

Isl "Henry Bayer Associate Director  
AFSCME Council 31



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### **ATTACHMENT 2 TO SIDE LETTER 3**

Pursuant to the agreement between the employer and the Union dated 10/9/87, the parties agree to the following procedure for the purpose of informing Library Pages of all City of Chicago job vacancies.

1. All incumbent Library Pages shall be provided with a letter informing them of their right to full time employment with the City, and a list of sites where all City-Wide job vacancies shall be posted on a timely basis. The content of the letter shall be approved by the Union.

2. All City-Wide postings shall be posted on a timely basis in the following work locations.

Sulzer Library 4455 North Lincoln  
Chicago, Illinois 60625

Woodson Library 9525 S. Halsted  
Chicago, Illinois 60628

Cultural Center  
78 E. Washington Street  
Chicago, Illinois 60602

Central Library  
425 N. Michigan Avenue  
Chicago, Illinois 60611

In addition, the City of Chicago shall send to the Union on a timely basis a copy of all such job postings.

3. The Department of Personnel shall inform each City Department of the job rights of Library Pages and shall provide the Union with a copy of said letter:

4. Newly-hired Library Pages shall also be informed of their rights to full-time City employment in Writing as in #1 above.

This Agreement shall be in effect from the date of this Agreement for the duration of the Collective Bargaining Agreement currently under negotiations.

Except as may be modified by this Agreement, the Collective Bargaining Agreement shall remain in full force and effect.

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Any disputes arising over the interpretation or application of this Agreement shall be resolved through the contractual grievance procedure.

AGREED AGREED

Isl Rose Daylie  
Associate Director  
AFSCME Council 31

Isl Joan Cole  
Director of Labor Relations  
City of Chicago

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**SIDE LETTER 4**

April 12, 1988

Mr. Bruno Caruso Laborer's Union Local  
1092 205 West Wacker Chicago, Illinois  
60606

Dear Bruno:

Pursuant to our phone conversation today, I am writing this letter to confirm what I understand to be our agreement:

1. The Field Service Specialist job titles shall be placed in the Laborer's bargaining unit; however, those employees formerly employed in an AFSCME bargaining unit shall retain their membership in AFSCME and shall continue to be covered by the AFSCME contract.

2. As former AFSCME employees are displaced, new employees shall be represented by the Laborer's Union.

3. The Laborer's shall retain the title of Field Payroll Auditor; however, employees classified as Field Payroll Auditors in the Department of Health shall be reclassified as Head Clerks and shall be represented by AFSCME and be covered by the AFSCME Contract.

If this represents your understanding of our agreement, please sign below so we can present this to the City to begin the necessary paperwork.

If you have any questions, please call me.

Fraternally,

/s/ Henry Bayer Associate Director AFSCME Council 31  
Agreed: Is/ Bruno Caruso Secretary-Treasurer Date: 4-19-88

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**SIDE LETTER 5**

September 15, 1988

Mr. Henry Bayer Associate Director AFSCME  
Council 31 29 North Wacker Drive - 800  
Chicago, IL 60606

Dear Mr. Bayer:

This is to inform you that the new Medical Benefits Plan Document will provide that unmarried children under 25 years of age of employees hired prior to July 31, 1984 will be covered by the Plan.

It is understood that this resolves any and all issues relative to coverage for dependents over the age of 19, both now and in the future.

Sincerely, Isl Joan Cole  
Director of Labor Relations

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**SIDE LETTER 6 LETTER OF  
UNDERSTANDING**

TO: Joan Cole

A bargaining unit employee who accepts a position in another city department shall not be required to resign his/her former position as a condition of employment in the new department, and such a resignation shall be a nullity.

Henry Bayer

ACCEPTED: JoanCole

DATE:  May 19.1992

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**SIDE LETTER 7**

Mr. Henry Bayer Chairman  
AFSCME Council 31 29 N. Wacker - 800  
Chicago, Illinois 60606

RE: 1991-92 Negotiations Dear Mr. Bayer:

It was agreed during the 1991-92 contract negotiations between the City of Chicago and AFSCME that the following listed positions shall be exempt from the provisions of Section 12.5,12.7 and 12.8:

Shift Supervisor, Telecommunications, Mayor's Office of  
Information and Inquiry

Coordinator of Public Utilities, Dept of Sewers

Very truly yours,

Michael W. Duffee Chief Labor Negotiator  
City of Chicago

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**SIDE LETTER 8**

Mr. Henry Bayer Chairman  
AFSCME, Council 31 29 N. Wacker-  
800 Chicago, Illinois 60606

RE: 1991-92 Contract Negotiations

Dear Mr. Bayer:

This letter is to confirm our agreement in the 1991-92 contract negotiations pertaining to the City's Drug and Alcohol testing proposal.

It was agreed and understood that the proposal is not intended to apply to or supersede the currently applicable drug and alcohol testing policy applied to Police Department Employees. Further, it was agreed that following the issuance of the State Labor Board ruling as to the drug and alcohol testing issue involving evidence and recovered property and crime lab employees, the parties will reopen the Agreement to negotiate the drug and alcohol testing plan applicable to these categories of employees

Very truly yours,

Michael W. Duffee Chief Labor  
Negotiator City of Chicago

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**SIDE LETTER 9**

**CHICAGO POLICE DEPARTMENT AND AFSCME  
MEMORANDUM OF AGREEMENT**

Pursuant to Article XX (b), the parties agree to the following:

- 1) The provisions of Article 20 and Article 21 will exclusively govern discipline and pre-discipline procedures
- 2) In the event of discipline pursuant to a complaint register investigation, the pre-disciplinary procedures provided for in Article 20 (b) may be performed by the employee's immediate supervisor, a senior supervisor, the investigator who participated in the investigation, or the investigator's supervisor.
- 3) In the event of discipline pursuant to summary punishment, the pre-disciplinary procedures provided for in Article 20 (b) will be performed by the supervisor administering the summary punishment.
- 4) The Police Department's procedures of; a) the complaint review panel hearing for both complaint register investigations and summary punishment b) the summary punishment action/penalty appeal hearing; and c) the police board review of suspension for six (6) to ten (10) days, will not be applicable.



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**SIDE LETTER 10**

Mr. Michael Newman Associate  
Director AFSCME Council 31 29 N.  
Wacker Drive 8th Floor, Suite 800  
Chicago, Illinois 60606

RE: 1991-92 Contract Negotiations

Dear Mr. Newman:

This is to confirm our understanding reached during the 1991-92 City of Chicago -AFSCME negotiations as to the City's proposal to change Section 7.3 of the Agreement.

In response to your questions, it was agreed by the City that if an employee was-off on-duty disability for six months in the same calendar year, he/she will continue to accrue vacation time during that absence, and he/she will be able to take that time during the following calendar year as per the vacation provisions of the Agreement.

Very truly yours

Michael W. Duffee Chief Labor  
Negotiator City of Chicago

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**SIDE LETTER 11**

June 6, 1996

Mr. Michael Newman Associate  
Director AFSCME Council 13 29  
North Wacker Drive 8th Floor, Suite  
800 Chicago, Illinois 60606

Re: Job Audits

Dear Mr. Newman:

This letter will confirm our understanding reached during the 1995-1996 contract negotiations between the City of Chicago and AFSCME Council 31 regarding audits of existing jobs.

It was agreed, notwithstanding the provisions of Section 12.9 of the Agreement, that the City and the Union may mutually agree to forego posting a job which has been audited and where the incumbent has been found to be acting in a higher-rated job, and to implement the results of the job audit as to the incumbent employee.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee Chief Labor  
Negotiator City of Chicago

MWD/mrs

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## SIDE LETTER 12

June 6, 1996

Mr. Michael Newman Associate  
Director AFSCME Council 13 29  
North Wacker Drive 8th Floor, Suite  
800 Chicago, Illinois 60606

Re: AFSCME Negotiations

Dear Mr. Newman:

This letter will set forth the parties' agreement readied in the 1995-96 City of Chicago -AFSCME negotiations with respect to the issue of alternate medical coverage in the case of employees who fail to comply with the City's medical plan enrollment requirements.

1. The City will offer alternate coverage for individuals who (a) are; otherwise; eligible under the Plan; (b) have been denied coverage under the Plan because they failed to comply with the Plan's enrollment requirements; (c) first became eligible for coverage subsequent to the close of the last most recent open enrollment period; and (d) agrees to pay the required premium.

2. In addition to the foregoing, persons who are entitled to coverage as the spouse of an eligible employee shall not be eligible for alternate coverage if the spouse is currently covered by other medical insurance coverage. Also, the employee must not be covering another person as spouse at the time the application for coverage is made by the employee.

3. When an employee who has applied for coverage for an otherwise eligible dependent is denied coverage because of failure to meet enrollment deadlines, the employee shall be notified of the availability of the Alternative Coverage. The employee shall have thirty days to respond to the offer of alternative coverage. The employee shall elect one of the following:

- (a) Retrospective coverage. Coverages shall be effective as of the date the dependent would have been eligible for coverage had the employee completed the enrollment on a timely basis. If the employee elects retrospective coverage, the employee must pay the required premium from the date of eligibility forward until the next occurring December 31. Premium shall be due for the period of retrospective coverage upon submission of the application. Premiums shall be due thereafter on the first day of the month for which the premium is applicable.

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- b) Prospective coverage only. Coverage shall be effective as of the first day of the month occurring after the application for coverage and the first premium payment is submitted by the employee. Premiums shall be due thereafter on the first day of the month for which the premium is applicable.
- c) In the event the employee fails to apply for Alternative Coverage within the time specified, the employee may next apply for coverage for the dependent during the open enrollment period. No further offer of Alternative Coverage shall be made to the employee with respect to the applicable dependent.

4. The Alternative Coverage shall be provided on the same basis as the coverage of the plan selected by the employee. Coverage shall be made available under the Alternative Plan as of the Effective Date of the Alternative Coverage without regard to pre-existing conditions. The dependent covered under the Alternative Coverage will be included in the membership unit of the employee. Further, covered expenses will be included in any calculation of deductible or out-of-pocket expenses, annual and lifetime benefit maximums in accordance with the applicable plan..

5. The cost of the Alternative Coverage as of the effective date of this amendment shall be \$130 per covered person per month. However, no employee shall be required to pay more than \$390 per month effective with the effective date of this amendment.

The premium for the Alternative Coverage shall be adjusted on each January 1 occurring thereafter by the amount of the change in the Medical Care Component of the Consumer Price Index for Urban wage Earners for the most recently reported 12 months.

6. Premiums for the Alternative Coverage shall be made in the form of a check or money order. Cash cannot be accepted, nor can a deduction be made from the paycheck of an employee. In the event an employee submits a check which is returned from the bank because of non-sufficient funds (NSF), the Alternative Coverage shall be terminated as of the last day for which premium payments have been received.

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I trust this letter accurately reflects our agreement. If so, please initial a copy of this letter and return it to me at your convenience.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee Chief Labor  
Negotiator City of Chicago

MWD/mss

ACCEPTED                      AND                      AGREED                      ON                      BEHALF                      OF                      AFSCME  
COUNCIL 31

*By:* .

Dated:

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**SIDE LETTER 13 HEALTH AND DENTAL CARE**  
**BENEFITS**

The City will make the following changes in the current City Health and Dental Care Plans (the "Plan") effective January 1, 2006 or unless otherwise provided herein. Unless changed by this Agreement, all other aspects of the current Plans shall remain in effect.,

**1. Health Plan Alternatives.**

The Plan shall consist of three separate alternative coverages - a PPO plan ("PPO"); a PPO Plan with a Health Reimbursement Account ("PPO/HRA"); and not fewer than two Health Maintenance Organizations ("HMO").

**2. Plan Design.**

**(a) Network Plans:**

(i) The deductibles, co-insurance and out-of-pocket maximums for the PPO Plan and the PPO/HRA Plan are set forth in Exhibit 1 hereto. For the PPO and PPO/HRA Plans, all covered services are subject to the annual deductible unless otherwise indicated. HMO benefits in Exhibit 1 are not subject to co-pays unless the co-pay is specified. If the Employer decides that the PPO/HRA alternative lacks sufficient employee enrollment or is cost prohibitive, it may discontinue that alternative provided the Employer provides reasonable prior notice to the Union and an opportunity for those enrolled in the PPO/HRA to enroll in another plan. For this purpose, "reasonable notice" shall be defined as notification in writing of the employer's intent to discontinue the plan at least ninety (90) days prior to the proposed discontinuation where circumstances are within the City's control. In all other cases, the City will provide the maximum notice as is practicable under the circumstances. In addition, in the event that a new health care plan becomes available to the City during a Plan year, the Employer shall have the right to

include that new plan in the Plan alternatives upon reasonable notice to and discussion with the Union.

ii) The PPO/HRA Plan shall have an HRA account for each employee (to be administered by the relevant claim administrator or other third party administrator which the Employer shall determine, with prior notice to the Union), which account shall be credited with \$500.00 per individual, and \$1,000.00 per family per Plan year. Such amounts must be used for "qualified medical expenses"(as defined by the Employer), and can be carried over into the next Plan year if not used in the preceding Plan year.

iii) The PPO and PPO/HRA Plan will provide a "wellness" feature for members with a maximum annual benefit of \$600.00 per individual, which is not subject to the Plan deductible or co-insurance.

iv) Add an emergency room deductible of \$100.00 to the PPO and PPO/HRA Plan which amount shall be waived in the event the individual is admitted to the hospital. The Employer will interpret this provision consistently between its various bargaining units.

(v) Add a disease management feature for active employees. The Employer will obtain input from the Union through the Labor Management Health Care Committee concerning the structure and implementation of this feature.

(vi) Expand the Employer's 125 Plan effective January 1, 2006, to provide for a voluntary "flexible spending account" feature to allow for the contribution by participants of up to \$5,000 per Plan year to fund certain medical expenses (such as dental, vision, deductibles, co-payments, drug co-payments, and over-the-counter drugs) on a pre-tax basis, subject to the normal IRS rules regarding such plans.

**(V) HMO Plan:**

(i) The HMO Plan shall have the minimum features set forth in Exhibit 1 hereto.

**3. Health Care Contributions**

(a) The schedule for employee contributions to the Plan, as set forth in the 1999-2003 collective bargaining agreement, shall remain in effect until June 30, 2006.

(b) A new employee contribution schedule, which shall become effective July 1, 2006, is set forth in the text of Article 10 of this Agreement.

**4. Prescription Drug Coverage**

**a) Retail Drug Plan:**

For the PPO Plan, PPO/FIRA Plan, and HMO Plan, the following co-pays shall apply -

(i) generic tier' 1 - effective through life of the Agreement - \$ 10.00.

ii) brand formulary tier 2 (brand with no generic substitute) - effective July 1,2006,  
\$30.00.

iii) brand with generic substitute - \$10.00 generic cp-pay plus the difference in  
cost between brand and generic drug.

iv) brand non-formulary tier 3 - effective July 1, 2006, \$45.00.

**b) Mail Order Plan:**

The PPO Plan, the PPO/HRA Plan, and HMO Plan shall have a mail order feature. The co-pays  
for the mail order plan for a 90 day supply are as follows -

(i) generic tier 1 - effective through life of the Agreement - \$20.00.



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ii) brand formulary tier 2 (brand with no generic substitute) - effective July 1, 2006, \$60.00.

iii) brand with generic substitute - \$20.00 generic co-payment plus difference in cost between brand and generic drug.

iv) **brand non-formulary tier 3 - not available in mail order. 5. Dental**

**and Vision Plans**

a) **Preventative Dental Plan:**

The Employer shall maintain the current PPO and HMO dental plan with changes to co-pays and deductibles according to the schedule attached as Exhibit 2 hereto.

b) **Vision Care Plan:**

The current vision plan will be deleted effective January 1, 2006. Vision benefits are to be included in the PPO and PPO/HRA Plans, and under the HMO's pursuant to the coverages available in those plans. The City will work with the Union through the Labor Management Health Care Committee to develop a discount vision plan for employees.

**OTHER PPO and PPO/HRA PLAN PROVISIONS**

**1. PPO and PPO/HRA Hospital Network Changes**

No change, modification or alteration in the composition of the hospital network in effect at the time this agreement is executed shall be made except in strict compliance with the following:

A. The participating labor organizations shall be notified in writing of the intent to change at least sixty (60) days prior to the proposed change where circumstances are within the

City's control. In other cases, the City will provide the maximum notice as is practicable under the circumstances.

B. The notice referred to shall provide sufficient information to explain the contemplated action and shall include, at a minimum, but not limited to:

1. The affected institutions
2. The precise reason(s) the action is being contemplated.
3. The number of covered participants (employee and/or dependents) receiving in-patient service from such affected facility at the time the notice is given.
4. The number of covered participants (employees and/or dependents) receiving in-patient service from such affected facility during the preceding four (4) calendar quarters.

C. Upon request, the City shall meet to discuss the proposed change, shall provide all additional relevant information which is reasonably available, and shall be responsible for such notices to participants as may be reasonably demanded by the participating Labor organizations.

The City represents that any change, modification or alteration as a matter of policy shall not be made or permitted for arbitrary or discriminatory reasons and shall not result in the unavailability of health care services in a specific geographic area.

## 2. In-Network/Out-of-Network Care

In-network co-insurance benefits shall be paid to eligible participants for the following out-of-network care or services:

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1. Emergencies defined as the sudden and unexpected onset of a medical condition with such severe symptoms that the absence of immediate medical attention could result in serious and permanent medical consequences.
2. Care ordered by a physician which, after review by the UR vendor is:
  - a. medically necessary; and
  - b. only available at a non-network hospital, or the proposed treatment is performed so infrequently in-network that direction to a non-network hospital is medically appropriate; or
  - c. available at a network hospital to which the patient cannot be safely transported (only until such time as the patient can. be safely transported to the network facility, arrangements for which should be initiated once care has begun), provided the cost of the transfer shall be paid by the plan; or
  - d. care rendered beyond a fifty (50) mile radius (from any network hospital) where participant is domiciled or stationed.

3. Transition Language: In network co-insurance levels will remain in effect under the following conditions (this policy does not apply to prescription drugs):-

If an employee/dependent is hospitalized, benefit levels shall remain intact until the day after the employee is discharged from the hospital. If the employee/dependent is transferred to a non-network facility, benefits will be subject to the In-Network/Out-of-Network language above. The in-network level of benefits shall be continued at a non-network facility in the event that clinical considerations, as approved by the utilization review vendor, warrant continuity of care.

#### **4. OUTPATIENT SPEECH AND OCCUPATIONAL THERAPY**

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Out-patient speech and occupational therapy is covered to the extent that it restores function previously present in an individual who had fully developed skills that were lost due to injury or illness. Therapy to acquire function, or to maintain a level of functioning for a covered person who has not previously reached the level of intellectual, speech, motion or physical development normally expected for the covered person's age would not be covered. Sessions in excess of ten (10) in any calendar year would require approval by the utilization review vendor.

5. PPO Hospital Selection. Network hospitals are limited to the hospitals that are part of the PPO provider network selected by the City. Out-of-network benefits are payable at any other hospital.

6. Inpatient Mental Health/Chemical Dependence (MH/CD): Courses of treatment for inpatient chemical dependency shall include the continuum of care used to treat a particular diagnosis. A new course of treatment will be considered when there is a thirty (30) day or longer period of time with no treatment or clinical supervision provided.

All chemical dependency and mental health treatment is subject to review by the utilization review program. Additionally, to be considered under the chemical dependency/mental health benefit structure, a claim for benefits must include a primary DSM-III-R (Diagnostic and Statistical Manual of Mental Disorders - Third Edition - Revised) diagnosis (or diagnosis under a subsequent revision).

7. Alternatives to Inpatient MH/CD treatment: The plan shall cover residential treatment, partial hospitalization, structured outpatient, and follow-up treatment to inpatient treatment when certified by utilization review. Coverage shall be 90% in-network, after the deductible and 60% out-of-network, after the deductible. Benefits shall be paid only with pre-certification.

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8. Prescription Drug Plan: Coverage outside the Prescription PPO network will continue under the current policy:

In Area: 60% coverage subject to brand/generic differential

Out-of-Area: 90% coverage subject to brand/generic differential

There are several brand name drugs for which the generic equivalents have not proven to be effective clinical substitutions based upon industry wide and generally accepted clinical literature and/or medical research. Such brand name drugs shall be treated as generic drugs under the City's prescription plan.

This list shall be subject to continual review and change in the proposed. Labor/Management Committee.

In the event there arises a dispute concerning whether a specific brand name drug should be treated as generic under this policy, an aggrieved employee will be allowed to raise this issue in the Plan's appeal process.

9. Coordination of Benefits: The plan coordination of benefits provisions shall remain unchanged at 100% coordination of benefits.

10. Chiropractic Services: Chiropractic services in the PPO and PPO/HRA Plans are limited to 15 visits with no more than three modalities per visit. The Plan shall provide a voluntary health risk assessment for soft tissue injuries.

11. Employee Contributions: Employee contributions are to be made on a pre-tax basis.

The required contributions are spelled out in the Collective Bargaining Agreement. Employees may decline coverage for themselves or their dependents if they so choose during the initial benefit choice period, and may re-enroll during the annual benefit choice period.

12. Administration: The City will have a single plan administrator, with carve-outs as appropriate.

13. Labor/Management Committee on Health Care: The City of Chicago and the participating labor organizations hereby establish the "Labor Management Committee on Health Care." The Committee shall consist of four (4) representatives selected by the participating labor organizations and four (4) representatives selected by the City, plus the City Comptroller or his/her designee, who shall serve as Committee Chair.\* The Committee shall meet not less than once each calendar quarter.

The purpose of the Committee shall be to monitor the performance of the City's health care plan and to discuss ways to improve plan operation and administration on an on-going basis, including such items as:

- the prescription drug plan, provider network and the mail order program,
- carve-outs for administrative efficiency and benefit efficacy,
- revisions to the list of providers participating in the .hospital PPO.

This committee is advisory only. It is intended to promote collaboration and discussion over the efficient and cost-effective operation of the benefit plan. It in no way diminishes the rights regarding the benefit plan contained in any Collective Bargaining Agreement nor does it in any way diminish the responsibilities, rights, and prerogatives of the City regarding the administration of the plan.

\*The size and composition of the committee may be increased upon agreement of the parties.

### **Other HMO Provisions**

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1. Employee contributions for HMO coverage are to be made on a pre-tax basis. The required contributions are spelled out in the Collective Bargaining Agreement. Employees may decline coverage for

themselves or their dependents if they so choose during the initial benefit choice period and may re-enroll during the annual benefit choice period.

2. Health Maintenance Organization medical coverage shall be offered to employees as an alternative to the PPO medical plan. The employer agrees to offer at least two Health Maintenance Organizations offering the same package of covered services during the term of the contract. The HMO's selected by the employer shall provide reasonable geographic access within the boundaries of the City of Chicago.

3. During the term of the contract, the medical services listed below shall be included as covered so long as such services provide diagnosis or treatment of an illness or injury in accordance with generally accepted medical practice and are not experimental or investigational as defined by the HMO:

- \* Semi-private in-patient hospital accommodations in an HMO affiliated hospital, such services to be provided without deductible, subject to the days limits in the certificate of coverage;
- Out-patient hospital services in an HMO affiliated hospital, including emergency room care;
- Out-patient physician services provided by an HMO affiliated physician;
- Prescription drug services, such services to be provided in accordance with the dispensing protocols of the HMO and after the covered person has paid the required co-payment. Injectable drugs shall be made available on the same co-payment basis as other drugs; and,

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\* Mental Health Treatment services, such services to be provided up to 30 out-patient visits per covered person and no less than 30 days of in-patient care per year. Nothing herein shall prevent the HMO from "trading" in-patient services to increase the amount of out-patient services available to the covered person.

Additional services currently offered by the majority of HMO's offered by the City as of January 1, 1996 will be continued. However, the terms of these additional services will be standardized so that any HMO offered to employees offers the same package of benefits.

All services are subject to medical necessity review and other procedural reviews as required by the HMO. Nothing herein shall require the HMO to offer services in excess of those required by applicable federal, state and local law, ordinance or regulation.

### **Benefit Choice Period**

Employees may switch health care providers for themselves (and their eligible dependents) during the annual benefit choice period. Change in level of coverage (single, couple, family) outside of the annual enrollment period must comply with the requirements of the Internal Revenue Code and pursuant to the City Pre-Tax Contribution Plan.

Effective January 1, 2006, all newly hired employees shall be required to participate in the PPO Plan for the first 18 months of their employment. These employees shall be eligible to participate in the first enrollment period following the 18 month anniversary of their dates of hire.

### **Insurance Continuation in the Event of Layoff**

Insurance continuation in the event of layoff shall be provided for the end of the month of layoff plus the next four (4) succeeding months. Laid off employees are required to pay their

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normal share of medical contribution. Insurance continuation under this provision is applicable to the COBRA period.

### **QUALIFIED TRANSPORTATION BENEFIT**

**The City shall provide a mass transit benefit on a pre-tax payroll deduction basis in accordance**



**with the Transportation Equity Act. The maximum monthly pre-tax voluntary deduction/benefit shall be the maximum allowed by federal law SUBROGATION POLICY**

In the event the Plan provides benefits for injury, illness, medical care or other loss (the "Injury") to any person, the Plan is subrogated to all present and future rights of recovery that person, his parents, heirs, guardians, executors, or other representatives (individually and collectively called the "Participant") may have arising out of the Injury. The Plan's subrogation rights include, without limitation, all rights of recovery a Participant has: 1) against any person, insurance company or other entity that is in any way responsible for providing or does provide damages, compensation, indemnification or benefits for the Injury; 2) under any law or policy of insurance or accident benefit plan providing No Fault, Personal Injury Protection or financial responsibility insurance; 3) under uninsured or underinsured motorist insurance; 4) under motor vehicle medical reimbursement insurance; and, 5) under specific risk or group accident and health coverage or insurance, including, without limitation, premises or homeowners medical reimbursement, athletic team, school or workers compensation coverages or insurance.

Upon notice of an Injury claim, the Plan may assert a subrogation lien to the extent it has provided, or may be required to provide, Injury-related benefits. Notice of either the Plan's right of subrogation or the Plan's subrogation lien is sufficient to establish the Plan's rights of subrogation and entitlement to reimbursement from insurers, third parties, or other persons or

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entities against whom a Participant may have an Injury-related right of recovery. The Plan shall not be required to intervene in any litigation in order to enforce its subrogation rights. The Plan is authorized, but is not required, to institute legal action in its name and/or in the name of the Participant in order to enforce the Plan's subrogation rights.

The Participant and anyone acting on his behalf shall promptly provide the Plan or its authorized agents

with information it deems appropriate to protect its right of subrogation and shall do nothing to prejudice that right and shall cooperate fully with the Plan in the enforcement of its subrogation rights. The amount of the Plan's subrogation claim shall be deducted first from any recovery by or on behalf of the Participant. Neither a Participant nor his attorney or other representative is authorized to accept subrogation or other Injury-related reimbursement payments on behalf of the Plan, to negotiate or compromise the Plan's subrogation claim, or to release any right of recovery prior to the payment of the Plan's subrogation claim.

The Participant and all other parties to a recovery are required to contact the Plan to determine, and arrange to pay the Plan's subrogation claim at or prior to the time an Injury-related payment or settlement is made to or for the benefit of the Participant. If the Participant obtains a payment or settlement from a party without the Plan's knowledge and agreement, the Plan shall be entitled to immediate reimbursement of its total subrogation claim from the Participant or any party providing any Injury-related, payment. In the alternative, the Plan, in its sole discretion, may deny payment of benefits to or on behalf of the Participant or any otherwise eligible member of the Participant's family for any otherwise covered claim until the amount of the unpaid coverage is equal to and offset by the unrecovered amount of the Plan's subrogation claim.

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The Plan Administrator or its authorized agents are vested with full and final discretionary authority to construe subrogation and other Plan terms and to reduce or compromise the amount of the Plan's recoverable interest where, in the sole discretion of the Plan Administrator or its authorized agents, circumstances warrant such action. The Plan shall not be responsible for any litigation related expenses or attorney fees incurred by or on behalf of a Participant in connection with an Injury claim unless the Plan shall have specifically agreed in writing to pay such expenses or fees.

The payment of benefits to or on behalf of the. Participant is contingent on both the Participant's full

compliance with the Plan's provisions, including the subrogation provision, and, when the Plan deems appropriate, the Participant's signing of a reimbursement agreement. However, the Participant's failure to sign this reimbursement agreement will not affect the Plan's subrogation rights or its right to assert a lien against any source of possible recovery and to collect the amount of its subrogation claim.

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**EXHIBIT 1 TO SIDE LETTER 13**

<b>Benefit</b>	<b>PPO</b>	<b>PPO w/HRA</b>	<b>HMO</b>
HRA (SINGLE/FAMILY)	N/A	\$500/\$ 1000	N/A
Co-Insurance (in/out of network)	90%/60%	90%/60%	N/A

**Health Insurance  
(Section 25.2) Benefit****Highlights of Health Insurance Plan, Continued**

	<b>PPO</b>	<b>PPO w/HRA</b>	<b>HMO</b>
In-Network Deductible	\$300/person (eff. 1/1/06) \$350/person family (eff, 1/1/07) max of \$1,000 per family	\$1,000 person	\$2,000N/A

Out-of-Network Deductible	\$1500/person (eff. 1/1/06)	\$3500 per person (eff. 1/1/06)	Status Quo
In-Network OPX	\$1500 per person (includes deductible)	\$3000 per person (includes deductible)	N/A
Out-of-Network OPX	\$3500 per person (includes deductible)	\$11,500 per person (includes deductible)	Status Quo
ER Co-Payment	\$100, waived if admitted; not applicable toward deductible or OPX (eff. 1/1/06)	\$100, waived if admitted; not applicable toward deductible or OPX (eff. 1/1/06)	\$100, waived if admitted (eff. 1/1/06)

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Office Visits	90%/60%	90%/60%	\$15.00 Co-Pay (eff. 1/1/06) \$20.00 Co-Pay (eff. 1/1/07)
Pediatric Immunization	Please Refer to Wellness Benefit	Please Refer to Wellness Benefit	Covered
Pap Smear/Routine Gynecology	Please Refer to Wellness Benefit	Please Refer to Wellness Benefit	\$15.00 Co-Pay (eff. 1/1/06) \$20.00 Co-Pay (eff. 1/1/07)
Mammograms	Please Refer to Wellness Benefit	Please Refer to Wellness Benefit	\$15.00 Co-Pay (eff. 1/1/06) \$20.00 Co-Pay (eff. 1/1/07)
Outpatient Surgery	90%/60%	90%/60%	\$15.00 Co-Pay (eff. 1/1/06) \$20.00 Co-Pay (eff. 1/1/07)
In-Patient Hospital Services	90%/60%	90%/60%	\$15.00 Co-Pay (eff. 1/1/06) \$20.00 Co-Pay (eff. 1/1/07)
Outpatient Laboratory	90%/60%	90%/60%	Covered
Outpatient Radiology	90%/60%	90%/60%	Covered

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Physical, Speech & Occupational Therapy	90%/60% Restoration Only	90%/60% Restoration Only	60 Combined Visits per Calendar Year, Restoration only Covered
Cardiac Rehabilitation	90%/60% Cardiac Rehabilitation Services Only in Programs Approved by Claim Administrator (12 weeks or 36 sessions/year)	90%/60% Cardiac Rehabilitation Services Only in Programs Approved by Claim Administrator (12 weeks or 36 sessions/year)	Covered
Pulmonary Rehabilitation	90%/60%	90%/60%	Covered
Respiratory Therapy	90%/60%	90%/60%	Covered
Restorative Services & Chiropractic Care	90%/60% Chiropractic Care Only 20 Per Year, Max 3 Modalities Per Visit	90%/60% Chiropractic Care Only 20 Per Year, Max 3 Modalities Per Visit	Covered, Requires Referral from Primary Care Physician
Chemotherapy, Radiation and Dialysis	90%/60%	90%/60%	Covered
Outpatient Private Duty Nursing	90%/60%	90%/60%	Covered, Requires HMO Approval
Skilled Nursing Care	90%/60%	90%/60%	Covered, Up to 120 Days per Calendar Year
Hospice and Home Healthcare	90%/60%	90%/60%	Covered
DME & Prosthetics	90%/60%	90%/60%	Covered

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Outpatient Diabetic Education	90%/60% Two Visits Per Lifetime	90%/60% Two Visits Per Lifetime	Covered
Routine Foot Care	Not Covered	Not Covered	Not Covered
Fertility Treatment	90%/60%	90%/60%	Available According to HMO Guidelines

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Mental Illness Care	Inpatient: 90%/60% Outpatient: 80Co-Pays for Inpatient Max Covered Expenses per Session; and Outpatient Sessions Covered if Treatment Is NoServices: \$15.00 Co- Max Covered Expenses: \$5000/year Pay (eff. 1/1/06) \$20.00 Health & Substance Abuse Max ExpCo-Pay (eff. 1/1/07) Individual: \$37,500/year Individual: Service Limitations: \$250,000/lifetime Family: \$500,000/Inpatient: 30 Days/Year Outpatient: 30 Visits/Year
Substance Abuse	Inpatient: 90%/60% Outpatient: 80Co-Pays for Inpatient Max Covered Expenses per Session; and Outpatient Sessions Covered if Treatment Is NoServices: \$15.00 Co- Max Covered Expenses: \$5000/year Pay (eff. 1/1/06) \$20.00 Health & Substance Abuse Max ExpCo-Pay (eff. 1/1/07) Individual: \$37,500/year Individual: Service Limitations: \$250,000/lifetime Family: \$500,000/Inpatient: 30 Days/Year Outpatient: 30 Visits/Year
Hearing Exams and Aids	Hearing ScreeningHearing ScreeningScreening: Covered in Covered in WellneCovered in WellneFull Hearing Aids: Not Benefit Hearing ABenefit Hearing ACovered Not Covered Not Covered
Lifetime Limits	Maximum Lifetime Limit is \$1.5 MilNo Limit

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\$600 per year (effective 1/1/06) Includes: Subject to further review and development, the Wellness Benefit will cover, outside of deductibles: (1) routine exams, (2) immunizations, (3) mammograms, and (4) vision exams, lenses, frames and contacts. The Wellness Benefit will also provide on-site health assessments.

Wellness Benefit Is Not Subject to Plan Annual Deductible

A vai labl e According to HMO Guidelines

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**EXHIBIT 2 TO SIDE LETTER 13**

	<b>DENTAL (Must Use Panel Dentists)</b>	<b>DENTAL PPO PLAN</b>
<b>BENEFIT DESIGN</b>		<b>IN NETWORK OUT OF NETW</b>
Individual Deductible	\$0	\$ 100/person/year \$200/person/yea
Annual Maximum Benefit	Unlimited	\$1,200/person
<b>ORTHODONTIC PROCEDURES (BRACES)</b>		
Braces-Under Age 25 Only	\$2,300 Co-pay	Not Covered
<b>PREVENTATIVE SERVICES</b>		
Oral Exams. (Twice/year)	100% Covered in Full \$10 Co-payment	100% Covered inPlan pays 80% of Full No DeductibAllowable Amou \$10 Co-payment Member pays bal: billed charges. No Deductible
Cleanings (Twice/year)		



X-Rays (Twice/year)  
Space Maintainers (Children  
under 1.2)

**BASIC PROCEDURES**

	<b>Co-Payment</b>	
Amalgam (Fillings) One Surface - Permanent	\$20.20	Plan pays 60% of PPO Allowable. Allowable Amount Member pays 40% of PPO Allowable billed charges after Deductible. Deductible.
Resin-One Surface Anterior Including Acid Etch	\$23.76	Plan pays 50% of PPO Allowable. Allowable Amount Member pays 50% of PPO Allowable billed charges after Deductible. Deductible.
Pin Retention (per tooth in addition to restoration)	\$30.89	Plan pays 60% of PPO Allowable. Allowable Amount Member pays 40% of PPO Allowable billed charges after Deductible. Deductible.
Routine Extraction-Single Tooth	\$23.76	Plan pays 50% of PPO Allowable. Allowable Amount Member pays 50% of PPO Allowable billed charges after Deductible. Deductible.
Surgical Removal of Erupted Tooth	\$45.15	Plan pays 60% of PPO Allowable. Allowable Amount Member pays 40% of PPO Allowable billed charges after Deductible. Deductible.
Surgical Removal of Tooth- Soft Tissue Impaction	\$58.22	Plan pays 50% of PPO Allowable. Allowable Amount Member pays 50% of PPO Allowable billed charges after Deductible. Deductible.

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**DENTAL (Must Use  
Panel .. Dentists) ;**

Surgical Removal of Tooth-  
Partial Bony Impaction

\$83.17

**DENTAL PPO PLAN**

**IN NETWORK ; OUT OF NETWORK**  
of PPO Allowable billed charges after Deductible. Deductible.

Plan pays 60% of PPO Allowable. Allowable Amount Member pays 40% of PPO Allowable billed charges after Deductible. Deductible.

Surgical Removal of Tooth-Complete Bony Impaction	\$83.17	Plan pays 60% of PPO Allowable. Allowable Amount Member pays 40% of PPO Allowable billed charges after Deductible. Deductible.
Alveoloplasty-Without Extractions/Per Quadrant	\$96.24	Plan pays 50% of PPO Allowable. Allowable Amount Member pays 50% of PPO Allowable billed charges after Deductible. Deductible.
Scaling and Root Planning/ Per Quadrant with Local Anesthesia	\$45.15	Plan pays 60% of PPO Allowable. Allowable Amount Member pays 40% of PPO Allowable billed charges after Deductible. Deductible.
Gingivectomy or Gingivoplasty/Per Quadrant	\$182.97	Plan pays 50% of PPO Allowable. Allowable Amount Member pays 50% of PPO Allowable billed charges after Deductible. Deductible.
Gingival Flap Procedure Including Root Planning/ Per Quadrant	\$174.65	Plan pays 60% of PPO Allowable. Allowable Amount Member pays 40% of PPO Allowable billed charges after Deductible. Deductible.
Osseous Surgery, Flap Entry And Closure/Per Quadrant	\$203.17	Plan pays 50% of PPO Allowable. Allowable Amount Member pays 50% of PPO Allowable billed charges after Deductible. Deductible.
Pulp Capping-Direct or Indirect	\$15.45	Plan pays 60% of PPO Allowable. Allowable Amount Member pays 40% of PPO Allowable billed charges after Deductible. Deductible.

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### DENTAL (Must Use Panel Dentists)

Root Canal Therapy ■ \$148.51 - \$160.39 ■ \$215.05  
 ■ Bicuspid ■ Molar

### DENTAL PPO PLAN

**IN NETWORK OUT OF NETWORK**  
 Plan pays 60% cPlan pays 50% c  
 PPO Allowable.Allowable Amount  
 Member pays 40%Member pays 50%  
 of PPO Allowablebilled charges af  
 after DeductibleDeductible.

Apicoectomy (First Root)	\$137.82	Plan pays 60% cPlan pays 50% c PPO Allowable.Allowable Amo Member pays 40Member pays ba of PPO Allowablebilled charges af after DeductibleDeductible.
Palliative Treatment	\$16.63	Plan pays 60% cPlan pays 50% c PPO Allowable.Allowable Amo Member pays 40Member pays ba of PPO Allowablebilled charges af after DeductibleDeductible.
Limited Occlusion Adjustment	\$26.14	Plan pays 60% cPlan pays 50% c PPO Allowable.Allowable Amo Member pays 40Member pays ba of PPO Allowablebilled charges af after DeductibleDeductible.

**MAJOR RESTORATIVE PROCEDURES**

Inlay-Metallic (One Surface)	\$275.64	Plan pays 60% cPlan pays 50% c PPO Allowable.Allowable Amo Member pays 40Member pays ba of PPO Allowablebilled charges af after DeductibleDeductible.
Onlay-Metallic (Three Surfaces)	\$373.06	Plan pays 60% cPlan pays 50% c PPO Allowable.Allowable Amo Member pays 40Member pays ba of PPO Allowablebilled charges af after DeductibleDeductible.
Core Buildup Including Pins	\$110.49	Plan pays 60% cPlan pays 50% c PPO Allowable.Allowable Amo Member pays 40Member pays ba of PPO Allowablebilled charges af after DeductibleDeductible.
Temporary Crown-With Fractured Tooth (in conjunction with permanent tooth)	\$74.85	Plan pays 60% cPlan pays 50% c PPO Allowable.Allowable Amo Member pays 40Member pays ba of PPO Allowablebilled charges af after DeductibleDeductible.
Crown-Porcelain/ Ceramic Substrate	\$384.94	Plan pays 60% cPlan pays 50% c PPO Allowable.Allowable Amo

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**DENTAL** (Must Use  
Panel Dentists) .

**DENTAL PPO PLAN**

**IN NETWORK ;OUT OF NETW**  
Member pays 40%Member pays bal  
of PPO Allowablebilled charges af  
after Deductible. Deductible.

Crown-Full Cast, Base Metal	\$384.45	Plan pays 60% of PPO Allowable. Allowable Amount Member pays 40% of PPO Allowable billed charges after Deductible. Deductible.
Denture-Complete Upper and Lower	\$484.74	Plan pays 50% of PPO Allowable. Allowable Amount Member pays 50% of PPO Allowable billed charges after Deductible. Deductible.
Lower Denture Reline-Chairside	\$174.32	Plan pays 60% of PPO Allowable. Allowable Amount Member pays 40% of PPO Allowable billed charges after Deductible. Deductible.

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**SIDE LETTER 14**

June 6, 1996

Mr. Michael Newman Associate  
Director AFSCME Council 13 29 North  
Wacker Drive 8th Floor, Suite 800  
Chicago, Illinois 60606

**Re: Drug Testing**

Dear Mr. Newman:

This letter will confirm our understanding reached during the 1995-1996 contract negotiations between the City of Chicago and AFSCME Council 31 with respect to drug and alcohol testing procedures.

It was agreed and understood that action will not be taken on a "positive" drug test result until after a qualified Medial Review Officer (MRO) has met and discussed the results with the employee in order to determine if there is a legitimate medical explanation for the positive test, result.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee Chief Labor  
Negotiator City of Chicago

MWD/mrs

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**SIDE LETTER 15**

June 6, 1996

Mr. Michael Newman Associate  
Director AFSCME Council 31 29 North  
Wacker Drive 8th Floor, Suite 800  
Chicago, Illinois 60606

**Re: 1995-1996 Contract Negotiations**

Dear Mr. Newman:

This letter will confirm our understandings and agreements reached during the 1995-96 contract negotiations between the City of Chicago and AFSCME Council 31 on the items listed below:

1. Bilingual employees: Within thirty (30) days of the notification of this Agreement, the parties will meet for the purpose of implementing the bilingual arbitration decision (grievance #920602) of August, 1992, and discussing other issues related to the use of bilingual employees.
2. Paid time off: If during the 1995-96 negotiations with the Coalition the City of Chicago provides the Coalition with additional paid time off which is not currently provided to AFSCME-represented employees, the City of Chicago will include such additional paid time off in its agreement with AFSCME Council 31.
3. Unresolved grievances: Beginning not later than thirty (30) days following ratification of this Agreement, designated representatives of the Union and of the City shall meet and confer in good faith as to the resolution of outstanding grievances which were awaiting arbitration prior to the ratification of this Agreement. The parties commit to use their best efforts to eliminate this backlog by one or more of the following courses of action to be taken by mutual agreement: withdrawal of grievances; non-precedential settlement; grievance mediation; "fast-track" expedited arbitration; and any other mutually agreeable procedure. Both parties reserve the right to designate specific cases for regular arbitration.
4. Grievance process: The parties agree that the inordinately long period of time frequently taken to resolve grievances is not acceptable. In the interests of improving the Labor/Management relationship, the parties agree to meet within ninety (90) days of the ratification of this agreement for the purpose

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of improving the grievance process at each step of the procedure. The parties agree that their mutual goal is to see grievances resolved at the lowest possible step, and that their mutual goal is that the parties at each step have the desire and the authority to resolve grievances, and that the parties will work diligently to resolve grievances as expeditiously as possible.

5. Side letter: Unless otherwise noted, all side agreements and/or settlement agreements are extended and shall continue to be in effect. During the drafting of the final contract document incorporating the revisions agreed to in these negotiations, the parties will meet and confer regarding which existing side letters can and should be incorporated into the contract language or attached to the contract. It is understood that all side letters will remain attached to the contract unless a decision to do otherwise is mutually agreed to and that the decision to remove an agreement from the back of the contract or not attach other agreements will not be regarded as withdrawal of an existing side letter.

Please initial a copy of this letter if it accurately reflects our agreement.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee

MWD/mrs

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**SIDE LETTER 16**

June 5,1996

Memorandum of Understanding Child  
Support Delinquencies

In the event that an employee fails to voluntarily comply with all court-ordered child, support obligations, the City shall continue its current practice of garnishing employee's wages, pursuant to an appropriate court order. This provision assures that employees will be in compliance with eh court-ordered child support obligations, either voluntarily or involuntarily, and therefore should preclude the need for any disciplinary action over this matter.

Isl Michael Newman  
AFSCME

City of Chicago

4/16/97  
Date Date

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**SIDE LETTER 17**

City Clerk Memorandum of Understanding December  
20, 1995

WHEREAS, representatives from the City Clerk's Office and AFSCME agreed in the April 12, 1995 memorandum of understanding to further discuss the issue of overtime hours in the Council Division, the parties have reached the following agreement.

Employees in the City Council Division of the City Clerk's Office shall be compensated at a rate of two



times the regular straight-time hourly rate of pay for all hours of work performed in excess of sixteen (16) hours per day. This overtime will be compensated in the form of pay or compensatory time at the employee's option. Employees who work beyond 9:30 p.m. will be provided cab coupons, when such coupons are available. At the employee's option, he or she may choose to be reimbursed for his or her parking cost instead of receiving cab coupons when the employee works beyond 9:30 p.m. The Employer reserves the right to designate parking lots where employees receiving reimbursement may park. The Employer will require receipts from employees whenever employees use cab coupons or request parking reimbursement.

The Employer shall post notice of potential overtime opportunities in the City Council Division for other qualified employees in the City Clerk's Office. The notice shall include the specific qualifications for the classifications which may be required to work overtime.

Employees who volunteer for potential overtime must be qualified to perform the work. The Employer may require employees to pass entry level tests for the affected position or positions to qualify. The Employer may also require employees to be trained in the City Council Division in order to qualify. A volunteer pool will be created from those employees deemed qualified. The determination of whether an employee is qualified will be made by the Employer.

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Whenever the Employer is reasonably able to anticipate a need for overtime that would require employees in the City Council Division to work more than sixteen (16) consecutive hours, the Employer may request volunteers from the qualified pool on a seniority basis.

If an employee selected from the qualified pool receives a negative evaluation, or performs at a level that would cause the Employer to impose a sanction on the employee, that employee shall be permanently removed from the qualified pool.

Nothing in this agreement is a guarantee of overtime for the volunteer pool.

The Employer will attempt to sue volunteers for a one year trial time period, provided that qualified volunteers are available and willing to work. After this trial period, the Employer may, at its discretion and upon notice to the Union, discontinue the use of volunteers. The Employer will meet with the Union, upon request, to discuss its decision or alternative suggestions from the Union.

FOR THE CITY

FOR THE UNION

Isl Michael Newman

Date:       —

Date: 4/6/97

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**SIDE LETTER 18**

September 30, 1999

Mr. Michael Newman Associate  
Director AFSCME Council 31 29  
North Wacker Drive 8th Floor, Suite  
800 Chicago, Illinois 60606

Re: 1999 City of Chicago Negotiations

Dear Mr. Newman:

This letter will confirm certain discussions which we had during the 1999 contract negotiations between the City of Chicago and Council 31, AFSCME regarding the scope of an arbitration decision by Arbitrator Vicki Cohen on September 14, 1998 in the Case No. 98-01-6074. That case arose under the 1992-95 contract between the City and the Union, and involved the City's denial of Library Page and/or Clerk II positions to certain laid off Library Guards, because of their failure to pass skill assessment tests.

During the negotiations, you raised a question concerning a statement by Arbitrator Cohen that the "Library rightfully imposed a higher standard for the laid off Library Guards seeking a Clerk II position than they did for an applicant off the street." (Award, pp. 24-25). As we discussed, since the arbitration essentially involved the issue of whether the Library Guards in question had the present ability to perform the Clerk II position, and did not involve the relative merits of their qualifications with those of new applicants, her above-quoted statement is dicta and was not essential to the holding of the case. We further discussed how the parties 1995-99 contract made many changes and clarifications to the lay-off and recall procedures, under which laid off employees receive preferences in occupying or bidding on vacancies over applicants and incumbent employees alike.

I trust that this letter accurately sets forth our discussions on this subject.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee Chief  
Spokesman City of Chicago

MWD/mss

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## **SIDE LETTER 19**

March 17, 2000

Mr. Michael Newman Associate  
Director AFSCME Council 31 29 North  
Wacker Drive 8th Floor, Suite 800  
Chicago, Illinois 60606

**Re: 1999 City of Chicago Negotiations**

Dear Mr. Newman:

This letter Will confirm our agreement and understanding reached during the 1999 contract negotiations between the City of Chicago and Council 31, AFSCME regarding the temporary placement by the City of

certain employees who are on duty disability in bargaining unit positions.

During the negotiations, we agreed that from time to time, the City may determine to place certain individuals who are on duty disability in temporary positions which may be within the scope of jurisdiction of AFSCME Council 31 and its member local unions. These individuals may include persons who are members of AFSCME as well as persons who are not. These positions will be temporary in nature, and will not constitute permanent "vacancies" as that term is used in the City's agreement with Council 31. The pay scale and other terms and conditions for these positions will be set by the City Council's Finance Committee, which administers the City's duty disability program, provided that the total pay rate received by employees in these positions (including any duty disability payments) shall not be lower than the appropriate rate for the job classification to which the employee is temporarily assigned. We agreed that no AFSCME employee will be displaced, laid off, or otherwise denied any promotional or recall opportunities as a result of the City's placement of these employees in the temporary positions proposed. In addition, we agreed that employees who are placed in these temporary positions shall be covered by the parties' collective bargaining agreement, but excluding § 12.5 and § 12.7 to the extent that the affected employees are not already represented by AFSCME.

The City agrees to notify AFSCME of any employees who are placed in temporary positions which are within the scope of jurisdiction of AFSCME. The notice shall include the employee's name, social security number, temporary classification, pay rate, department, and worksite. In addition, the City shall notify the Union when such temporary assignment has ended. The City shall review with the Union on not less than an annual basis, the status of persons who have been working in temporary positions within the bargaining unit for one year, and discuss with it the anticipated length of that assignment.

In consideration for this understanding, we agreed that the Finance Committee will form a Labor Management Committee concerning issues related to employee problems with duty

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disability issues. This Committee will meet on at least a quarterly basis, and will be attended by representatives of the Finance Committee who are capable of responding to employee questions concerning the status of their duty disability claims.

If this letter accurately sets forth our agreement, please initial a copy and return it to me at your convenience.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee Chief  
Spokesman City of Chicago

MWD/mss

356161.1

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**SIDE LETTER 20**

March 3, 2000

Mr. Michael Newman Associate  
Director AFSCME Council 31 29 North  
Wacker Drive 8th Floor, Suite 800  
Chicago, Illinois 60606

**Re: 1999-2000 Contract Negotiations**

Dear Mr. Newman:

This letter will confirm our understanding reached during the 1999-2000 contract, negotiations between the City of Chicago and AFSCME Council 31 relating to the issue of applicant ratings.

The City agrees that it will conduct a one-time review of the applicant rating forms and procedures currently used by its Departments in filling bargaining unit jobs, which review shall be completed not later than

January 1, 2001. The City will give AFSCME notice before issuing any recommended changes in applicant rating forms and procedures to its Departments. Upon request from AFSCME, the City will meet with it to discuss recommended changes prior to forwarding said recommendation to the Departments. Nothing in this letter of agreement shall be interpreted as pertaining to issues concerning the filling of any specific bargaining unit position. Nothing herein shall prevent the Union from grieving; any alleged violation of Section 12.7.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee

MWD/mss

356161.1

## **SIDE LETTER 21**

Mr. Michael Newman Associate Director  
AFSCME Council 31 29 North Wacker  
Drive 8th Floor, Suite 800 Chicago,  
Illinois 60606

**Re: Drug and Alcohol Testing**

Dear Mr. Newman:

This letter will confirm our understanding reached during the 1999-2000 contract negotiations between the City of Chicago and AFSCME Council 31 relating to the issue of drug or alcohol testing, and specifically to the adoption of the new language in the Agreement in Section 27.4(a)(iii) relating to workplace accidents and fighting.

As described, by representatives of the City's Law Department during these negotiations, the City may require a drug or alcohol test if an employee, is involved in an accident while at work on City property or on City business which results in significant injury requiring medical attention or significant property damage. By way of example, an employee who is involved in an accident with a City vehicle which causes an injury requiring medical attention or significant property damage may be tested. An employee injured at work after

tripping over a frayed carpet, however-, would not be tested. Clearly, the City follows a common sense approach.

Similarly, the City may test in cases of workplace or on duty fighting under a common sense approach. "Fighting" under the contract language connotes a physical confrontation. Normally, the City will attempt to ascertain who is the aggressor and test that person only. Where this is not possible, both participants may be tested.

I trust that this clarification accurately summarizes our prior discussion in this respect.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffce Chief  
Spokesman City of Chicago

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## **SIDE LETTER 22**

Mr. Michael Newman Associate  
Director AFSCME Council 31 29  
North Wacker Drive 8th Floor, Suite  
800 Chicago, Illinois 60606

**Re: 1999-2000 Contract Negotiations**

Dear Mr. Newman:

This letter will confirm our understandings and agreements reached during the 1999-2000 contract negotiations between the City of Chicago and AFSCME Council 31 on the items listed below;

1. Semi-automatic progression: The City of Chicago and the Union will form a committee to examine the feasibility and possible implementation of a pilot program for semiautomatic progression for the following job titles - Sanitarian I to Sanitarian II (Health Department); Auditor I to Auditor II (Revenue Department); and Fingerprint Technician I to II (Police Department).

2. Personal Support Program: For the period July 1, 1999 through June 30, 2003, the City will contribute the annual sum of \$25.00 per AFSCME bargaining unit employee, paid in equal amounts on the first day of each calendar quarter, in order to allow said employees to participate in the AFSCME Personal Support Program ("PSP"). The annual payment will be based on the number of bargaining unit members on November

1 of the prior year. Amounts attributable to the period between July 1, 1999 and June 30, 2000 shall be paid not later than June 30, 2000.

As a condition of the City's participation in the PSP, the Union will advise the City on a quarterly basis as to the level of participation by City employees in the PSP, and will provide the City with an audit conducted annually by an outside accounting firm of PSP finances. The AFSCME Benefit Plan and Trust also will agree to indemnify the City from any and all liability in connection with the operation of the PSP and any treatment or assistance given to City employees by the PSP.

Lastly, the Union agrees and understands that by agreeing to participate in the PSP, the City is not conferring any greater rights to coverage or benefits under the City's medical plan to AFSCME unit employees than already exists under the plan; nor does the City agree to allow employees to schedule appointments with the PSP during regular working hours.

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3. Job Audits: Not later than July 1, 2001, the City will audit and examine the titles of Physician and the timekeeping function to determine if any adjustment in current rates for either or both is appropriate. In addition, following the reorganization of the City's Department of Human Services, the City will audit the titles of voucher coordinator, community intervention worker, and human service worker in that Department in order to determine if any adjustment to current rates for said positions is appropriate.

Please initial a copy of this letter if it accurately sets forth our agreements.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee Chief  
Spokesman City of Chicago

MWD/mss



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**SIDE LETTER 23**

Mr. Michael Newman Associate  
Director AFSCME Council 31 29 North  
Wacker Drive 8th Floor, Suite 800  
Chicago, Illinois 60606

**Re: Salary Schedules**

Dear Mr: Newman:

This letter represents the agreements and understandings reached during; the 1999-2000 negotiations between the City of Chicago and AFSCME Council 31 with respect to the B-C and G salary schedules.

It was agreed that when employees move between the B-C and G schedules in the case of lay-offs and recalls under Section 12.5 of the Agreement, the following shall be considered equal rated grades:

B-C  
9  
10  
11  
12  
13  
14  
15  
16

17  
18  
19  
21  
G  
1.  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12

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Please initial a copy of this letter below if it accurately sets forth our understandings.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee Chief Spokesman City  
of Chicago

MWD/mss

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**SIDE LETTER 24**

September 15,2003

Mr. Michael Newman Associate  
Director AFSCME Council 31. 29  
North Wacker Drive 8th Floor, Suite  
800 Chicago, Illinois 60606

**Re: City of Chicago -- AFSCME Council 31 2003 Negotiations**

Dear Mr. Newman:

This will confirm our understandings reached during the above-referenced negotiations regarding the

scope of the meeting referenced in Section 12.5A(l).of the parties' Agreement.

During those negotiations, I indicated to you that it is the City of Chicago's position that the pre-layoff meeting(s) provided for in Section 12.5A(1) was intended by the parties to provide a forum in which to discuss a variety of issues relating to pending layoffs of bargaining unit personnel. Included among these issues Would be questions relating to the ability of employees to perform the duties of vacant positions within their department which may be filled pursuant to Section 12.5A(3)(a) of the Agreement. You agreed, that this topic is one which is proper for discussion in the context of this meeting(s), and that this subject has been discussed in the past between the parties relating to certain layoffs.

If this letter agreement accurately sets forth our understandings, I would appreciate it if you would sign a copy of this letter on behalf of AFSCME Council 31 and return it to me at your convenience.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee Chief  
Spokesman City of Chicago

MWD/lg

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Agreed to on behalf of AFSCME Council 31  
on September , 2003.

Michael Newman Chief Negotiator AFSCME Council 31

356161.1

**SIDE LETTER 25**

September 15, 2003

Mr. Michael Newman Associate  
Director AFSCME Council 31 29  
North Wacker Drive 8th Floor, Suite  
800 Chicago, Illinois 60606

**Re: City of Chicago - AFSCME Council 31 2003 Negotiations**

Dear Mr. Newman:

This will confirm our understandings reached during the 2003-05 contract negotiations between the City of Chicago and AFSCME Council 31 on the following issues:

1. Acting Up: effective upon ratification of the Agreement, Senior Data Entry Operators in the Police Department who "act up" into the position of Supervisor of Terminal Operations on Saturdays shall receive the pay differential for that position for all hours worked on such Saturdays. Further, the Union will withdraw the grievances which it has currently pending pertaining to "acting up" in the Supervisor of Terminal Operations Position.

2. Avant Job Family Series; the parties agree to review title placement in the Avant job family series, and to insure that all bargaining unit titles are listed in the Agreement. As a part of that review, the parties will meet and discuss whether certain titles should be placed in different job series, and whether certain titles should be included in multiple job family series. Upon mutual agreement, the parties will revise the Avant job family series in accord with the issues raised in this paragraph.

Please initial a copy of this letter if it accurately sets forth our agreements.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee Chief  
Spokesman City of Chicago

Agreed to on behalf of AFSCME Council 31  
on June      , 2005.

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Michael Newman Chief Negotiator AFSCME Council 31

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**SIDE LETTER 26**

June 2, 2005

Mr. Michael Newman Associate  
Director AFSCME Council 31 29  
North Wacker Drive 8th Floor, Suite  
800 Chicago, Illinois 60606

**Re: 2003-2005 Contract Negotiations**

Dear Mr. NeWmah:

This letter will confirm our understandings and agreements reached during the 2003-2005 contract negotiations between the City of Chicago and AFSCME Council 31 on the question of titles in salary grades 4 and 5.

In a separate proposal, the City has proposed and the Union has agreed to make certain changes in various job titles which has the effect of placing all current grade 5 incumbent employees in a grade 6 position. Further, based on our research, there are no employees in the City who currently work in a grade 4 position. As a result of these agreements, there are no City employees in this bargaining unit in the Schedule B salary plan who are paid below grade 6. This will confirm that the City has no plans to place any new bargaining unit employees in titles within salary grades 4 or 5 for the life of this Agreement.

Please initial a copy of this letter if it accurately sets forth our agreement.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee Chief  
Spokesman City of Chicago

356161.1

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**SIDE LETTER 27**

May 23, 2005

Mr. Michael Newman Associate  
Director AFSCME Council 31 29 North  
Wacker Drive 8th Floor, Suite 800  
Chicago, Illinois 60606

**Re: 2003-2005 Contract Negotiations**

Dear Mr. Newman:

This letter will confirm our understandings and agreements reached during the 2003-2005 contract negotiations between the City of Chicago and AFSCME Council 31 on the issue of the AFSCME Personal Support Program.

For the period July 1, 2003 through June 30, 2007, the City will contribute the annual sum of \$25.00 per AFSCME bargaining unit employee, increased to \$29.00 effective January 1, 2007, paid in equal amounts on the first day of each calendar quarter, in order to allow said employees to participate in the AFSCME Personal Support Program, ("PSP"). The annual payment will be based on the number of bargaining unit members on November 1 of the prior year. Amounts attributable to the period between July 1, 2003 and June 30, 2005 shall be paid not later than 60 days following the final ratification of this Agreement by the City Council.

As a condition of the City's participation in the PSP, the Union will advise the City on a quarterly basis as to the level of participation by City employees in the PSP, and will provide the City with an audit conducted annually by an outside accounting firm of PSP finances. The AFSCME Benefit Plan and Trust also will agree



to indemnify the City from any and all liability in connection with the operation of the PSP and any treatment or assistance given to City employees by the PSP.

Lastly, the Union agrees and understands that by agreeing to participate in the PSP, the City is not conferring any greater rights to coverage or benefits under the City's medical plan to AFSCME unit employees than already exists under the plan; nor does the City agree to allow employees to schedule appointments with the PSP during regular working hours.

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Please initial a copy of this letter if it accurately sets forth our agreements.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee Chief Spokesman City of Chicago

MWD/mss

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**SIDE LETTER 28**

June 2, 2005 (amended May 18, 2008)

Mr. Michael Newman Associate  
Director AFSCME Council 31 29 North  
Wacker Drive 8th Floor, Suite 800  
Chicago, Illinois 60606

**Re: 2003-2005 Contract Negotiations**

Dear Mr. Newman:

This letter will confirm our understandings and agreements reached during the 2003-2005 contract negotiations between the City of Chicago and AFSCME Council 31 on the issue of semiautomatic progression, and as amended during the 2007-2008 negotiations.

Pursuant to the terms of Side Letter 23 of the Agreement, the City of Chicago and the Union have identified two entry level job titles in which incumbent employees receive semi-automatic progression (depending on clearly defined time of service and level of performance) to other higher job titles. These titles are Sanitarian I to Sanitarian II in the Health Department, and Data Entry Operator to Senior Data Entry Operator in the Police Department. Following ratification of this Agreement, the City and the Union will meet within 30 days of a request to meet in order to examine the feasibility and possible inclusion into and standards for semi-automatic progression of other job titles in other Departments. Without limitation, the parties will include in their examination the following titles: Librarian I, Librarian II, Clerk II, Clerk III, Fingerprint Tech I and II, Human Relations Investigator I through III, Engineering Tech I through IV, Auditor I and II, Civil Engineer II and III, Help Desk Technician to Senior Help Desk Technician, and Revenue Investigator I and II, and Sanitarian I to Sanitarian II (all Departments). Upon mutual agreement of the parties to do so, such titles may be included in this program.

Please initial a copy of this letter if it accurately sets forth our agreements.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN By  
Michael W. Duffee Chief  
Spokesman City of Chicago

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**SIDE LETTER 29**

**MEMORANDUM OF AGREEMENT BETWEEN THE CHICAGO POLICE  
DEPARTMENT AND AFSCME COUNCIL 31 REGARDING CITY STICKER  
AND ILLINOIS LICENSE PLATE VIOLATIONS**

The parties agree that the department shall follow the same disciplinary practices and procedures currently in use for Police Officers who are in violation of City sticker laws or state license plate laws. In the event that the department reaches an agreement with FOP to drop such disciplinary practices and procedures, and to use the normal enforcement methods applicable to other residents of Chicago, such agreement shall also apply to AFSCME represented employees in the department.

In the event that the department and FOP reach an agreement to modify the current practices and procedures, the parties agree to meet to discuss the applicability of the changes to the AFSCME bargaining unit.

Isl Michael W. Duffee     6-2-05  
For the Police Department     Date

Isl Michael Newman 6/2/05  
For AFSCME Council 31 Date

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**SIDE LETTER 30**

**MEMORANDUM OF AGREEMENT BETWEEN THE CHICAGO POLICE  
DEPARTMENT AND AFSCME COUNCIL 31 REGARDING THE BEHAVIORAL  
INTERVENTION AND PERSONNEL CONCERNS PROGRAM**

The parties agree that the following provisions are applicable to employees who are referred to the Department's Behavioral Intervention System and Personnel Concerns Program:

1. An AFSCME employee whose name is submitted to the Personnel Concerns Section of the Personnel Division, Chicago Police Department for screening for placement in either the Behavioral Intervention System or Personnel Concerns Program will be notified by the Personnel Concerns Section that the employee is being considered for possible placement in either program. This notification will be in dated to-from form to the specific employee and will provide a specific date (five working days from the date on letterhead) that the employee has to provide written documentation or a letter of rebuttal regarding the recommendation for placement to the Personnel Concerns Section.

(Note ■-■ if the employee chooses to NOT submit any documentation or a rebuttal letter at this initial stage, the member is still afforded the right to a hearing regarding the actual placement.)

2. The Personnel Concerns Section of the Personnel Division shall review any documents or letters of rebuttal submitted as a part of the screening for placement and will respond to the member prior to any placement.

3. Employees who believe they have been improperly placed in the above programs may also request a hearing on the appropriateness of their placement. Requests for hearings must be made in writing to the Director of the Personnel Division.

a. In the instance of the Behavioral Intervention System a hearing must be requested within seven (7) working days of being presented with the Individualized Performance Plan and the Behavioral Intervention System counseling record.

b. In the instance of the Personnel Concerns Program, a hearing must be requested within seven (7) working days of having attended a Personnel Concerns Conference.

The Department will set the hearing date and notify the affected employee of the date. Employees shall attend hearings on paid time.

The affected employee is entitled to Union representation at the hearing. At the hearing the Department will explain its reason(s) for the enrollment of the employee into the Behavioral

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Intervention System or the Personnel Concerns Program. The employee of his representative may then present the employee's position. After each side has presented its case, the parties may question the affected employee and/or department.

The Department of Personnel will, within five (5) working days, notify the employee of its decision and that decision is final.

4. Employees who are determined to be unfit for duty for medical or psychological reasons as a result of a referral to the above programs shall have the right to seek a second opinion from a doctor of their choice. In the event that there is a disagreement regarding the employee's fitness for duty, the parties shall mutually agree on a referral to a third physician, whose decision shall be binding on both parties. The Police Department shall pay any costs for the third opinion.

In the event that the third opinion determines that the employee is fit for duty, the employee shall be made whole for all lost wages and benefits which resulted from the original determination.

For the Union

Date

For the Department Date

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**SIDE LETTER 31**

June 7, 2005

Mr. Michael Newman Associate  
Director AFSCME Council 31 29  
North Wacker Drive 8th Floor, Suite  
800 Chicago, Illinois 60606

Re: 2003-2005 Contract Negotiations

Dear Mr. Newman:

This letter will confirm our understandings and agreements reached during the 2003-2005 contract negotiations between the City of Chicago and AFSCME Council 31 regarding job audits of the Project Managers in the Department of Construction and Permits ("DCAP").

It was agreed that following ratification of the new Agreement, the City will conduct a job audit of the Project Manager in DCAP in order to determine their most appropriate job title, as well as their proper placement on either the Schedule B-C salary schedule or the Schedule G salary schedule, as the case may be. Irrespective of that placement, the City agrees that- no incumbent employee in the Project Manager title in DCAP will experience a reduction in pay as a result of the audit. Employees whose salaries are above the maximum rate shall continue to receive all general wage increases as provided for in the collective bargaining agreement.

If this letter accurately sets forth our agreement, please initial it and return a copy to me.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By  
Michael W. Duffee Chief  
Spokesman  
City of Chicago

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SIDE LETTER 32

April 24, 2008

Mr. Michael Newman Associate Director  
AFSCME Council 31 29 N. Wacker Drive,  
Suite 800 Chicago, Illinois 60606

Re: City of Chicago - AFSCME Council 31 2007 Contract Negotiations Dear Mr. Newman:

This letter will confirm our understanding and agreement with respect to the referral to the Health Care Labor Management Cooperation Committee ("LMCC") created by the 2007 Agreement of certain issues as outlined herein.

It was agreed that the City and the Union will direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective as of January 1, 2008 in areas which will facilitate the shift to a preventative health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas: expanded disease management program; HRA and bio-metric screening; health fairs; weight management program; imaging review service; lifetime maximum; vision plan for HMO participants; subscriber share for hospital bills and co-insurance; exclusion for self-inflicted injuries; and comprehensive communication and outreach strategies

It was further agreed that certain of the Union's proposals made during the 2007 contract negotiations regarding changes in various aspects of the City's current health care plans, including but not limited to pricing of mail order drugs, annual drug out-of-pocket limits, and changes to the dental and vision plans, will be submitted to the LMCC for consideration and evaluation.

If this letter accurately sets forth our agreement, I would appreciate it if you would initial this letter on behalf of AFSCME Council 31 and return one executed copy to me.

Very truly yours,

FORD & HARRISON LLP

By

Michael W. Duffee Chief

Spokesman City of Chicago

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**SIDE LETTER 33**

May 16, 2008

Mr. Michael Newman Associate Director  
AFSCME Council 31 29 N. Wacker Drive,  
Suite 800 Chicago, Illinois 60606

Re: City of Chicago - AFSCME Council 31 2007 Contract Negotiations

Dear Mr. Newman:

This letter will confirm our various understandings and agreements with respect to changes to the Agreement's procedures for the arbitration of discharges and long suspensions.

This is to confirm the parties' agreement that the changes with respect to arbitration of all disciplinary actions in Sections 20(a), 20(c)N, 21(a), and 21.1(b) shall apply only to disciplinary actions whose effective date occurs on or after the effective date of ratification of the new collective bargaining agreement by City Council. Any disciplinary actions effective prior to the effective date of ratification of the new agreement by City Council shall continue to be governed by the terms of the parties' 2003-2007 collective bargaining agreement.

The parties further understand and agree that the changes with respect to arbitration of all disciplinary actions in Sections 20(a), 20(c)N, 21(a), and 21.1(b) shall not apply to any discipline of any employee employed by the Department of Police. All disciplinary actions of employees employed by the Department of Police shall continue to be governed by the terms of the parties' 2003-2007 collective bargaining agreement. It is further understood and agreed that, with respect to the arbitration of any suspensions of thirty (30) days or less for employees of the Department of Police, Section 21.1(a), Step IV of the new agreement shall apply.

Effective ninety (90) days from ratification, the Superintendent of Police shall have the authority to suspend for more than thirty (30) days and to discharge civilian AFSCME-represented employees, and to resolve grievances relating to such disciplinary matters through binding arbitration. In order to facilitate all issues related to this change in the Superintendent's authority, the Employer and the Union will meet within thirty (30) days of final ratification of this Agreement for the purpose of working co-operatively to implement the provisions of Article 20, Sections 20(a) and 20(c)(N), and Article 21, Sections 21(a) and 21.1(b) in the Chicago Police Department for the arbitration of suspensions over 30 days and discharges. The parties will endeavor to complete that process within the ninety (90) period set forth above.

If this letter accurately sets forth our agreement, I would appreciate it if you would initial this letter on behalf of AFSCME Council 31 and return one executed copy to me.



Very truly yours,

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FORD & HARRISON LLP By  
Michael W. Duffee Chief Spokesman City of Chicago

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**SIDE LETTER 34**

May 16, 2008

Mr. Michael Newman Associate  
Director AFSCME Council 31 29 North  
Wacker Drive 8th Floor, Suite 800  
Chicago, Illinois 60606

Re: 2007-2008 City of Chicago\*AFSCME Negotiations Dear Mr.

Newman:

This letter will confirm our discussions and understandings reached during the 2007-2008 negotiations between the City of Chicago and AFSCME Council 31 with regard to issues concerning the processing of grievances under the Agreement, as well as the interpretation of certain provisions of the Agreement relating to grievance settlements.

As we discussed, not later than thirty (30) days after the ratification of this Agreement by the City Council, the parties will meet to discuss various issues relating to improving the grievance procedure in order to resolve certain problems with the way that the process has been working. In those discussions, the parties will review ways to make the Step 3 and Step 4 process work better and faster, including but not limited to, the efficient use of expedited arbitration and handling of information requests such that those requests can be dealt with more quickly so that the Union may obtain relevant information that it may require to determine the merits of the grievance.

In addition, we agreed that in the provision of Article 21, Section 21.1(a) Step IV, B, that states: "In the event of a settlement, the parties shall share any fees equally," the term "settlement" shall be interpreted to refer to a mutually agreed upon resolution of a grievance and not the unilateral withdrawal by the Union of a grievance.

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If you are in agreement with this letter, please initial a copy and return it to me at your convenience.

Very truly yours,

FORD & HARRISON LLP

By

Michael W. Duffee

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**SIDE LETTER 35**

January 15,2008

Mr. Michael Newman Associate Director  
AFSCME Council, 31 29 N. Wacker Drive,  
8th Floor Chicago, Illinois 60606

Re: 2007 City of Chicago AFSCME Council 31 Negotiations

Dear Mr. Newman:

This letter will confirm our understandings and agreements reached during the 2007 contract negotiations between the City of Chicago and AFSCME Council 31 regarding the resolution of grievances under Article 21 of the Agreement.

During these negotiations, in order to further the parties' goal as stated in the Agreement of encouraging the resolution of disputes at the lowest possible step of the grievance procedure, the parties agreed to meet within thirty (30) days of the effective date of the Agreement in order to discuss the initiation of a pilot program during the first year of the Agreement to train Local Union and City Department personnel in the methods which should enable them to better handle and resolve grievances prior to arbitration. Such discussion will include matters such as the Department involved, the representatives from the Union and the Employer, the use of an outside trainer or facilitator such as F.M-C.S., and other matters which the parties may mutually agree to: address, such as the resolution of any grievance backlog where appropriate. The intent of the parties is to include in this discussion representatives who possess the authority to set overall policy with respect to the furtherance of the goals enumerated in Article 21(c) and (d).

The parties agree to meet again within six (6) months of the effective date of the Agreement to assess the effectiveness of the pilot program in meeting the goals in Article 21(c) and (d) and to discuss the possible expansion of this program that will similarly address problems with the grievance procedure where appropriate.

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If this letter accurately sets forth our agreement on this item, please initial a copy of this letter and return it to me at your convenience.

Very truly yours,

FORD & HARRISON LLP

By

Michael W. Duffee Chief Spokesman  
City of Chicago

MWD/cr

NOTICE

To: All Department Labor Liaisons

From: William Kinehan

Date:

Re: AFSCME business on paid City time

In accordance with Section 21.2 of the collective bargaining agreement between the City and AFSCME, grievants and authorized AFSCME representatives are permitted to use a reasonable amount of paid work time to investigate and process grievances where this does not substantially interfere with the operations of the department.

In order to facilitate the efficient processing and resolution of employee grievances with a minimum of disruption to the City's normal operations, any authorized AFSCME representative or grievant requesting or using paid time to investigate and process grievances must comply with the rules listed below. Please note that these rules pertain only to the use of paid work time as provided under Section 21.2. Nothing in these rules is intended to limit employees' rights to paid or unpaid leave under any other section of the Contract;

1. The employee must obtain the prior approval of his/her supervisor, or that supervisor's designee, before using any paid City time for the purpose of investigating or processing any grievance. Employees are expected to communicate any request for such approval as far in advance as is reasonably possible under the circumstances.

2. In making a request to investigate or process a grievance on paid City time, the employee will provide to his/her supervisor, or the supervisor's designee, (a) the nature of the Union business (i.e., investigating a specific grievance, preparing and filing a written grievance, or attending a grievance meeting pre-disciplinary meeting, arbitration or Personnel or Police Board hearing with the City); (b) the date and time the employee will be on Union business; (c) the department and specific work site to be visited; (d) the approximate time the employee expects to return to work; and (e) where the employee can be reached, if the Union business will be conducted away from the employee's work site. Departments may require such requests to be submitted on a reasonable standard written form.

3. An employee whose request has been approved will spend only such time on the Union business as is reasonably necessary. If it appears that

the Union business will take longer than was expected at the time the request was approved, the employee

must make every good faith effort to obtain the approval of his/her supervisor, or that supervisor's designee, before spending any additional time on the Union business. Such approval will not be unreasonably denied.

4. Except for pre-disciplinary meetings involving discharge and Step IV-A grievance meetings with the City, permission to use paid City time to represent an employee will normally be granted only to the available AFSCME representative in the grievant's Department and at the grievant's work site, or<sup>^</sup> if none, the available representative in the grievant's Department whose work location is relatively closest to the grievant's, or, if none, to an available representative from the employee's work site and local union. However, for third level grievance meetings, up to two (2) representatives may be granted paid City time to attend.

5. Employees who conduct Union business in violation of these rules will be subject to appropriate discipline under the City's Personnel and/or Police Board Rules. In addition<sup>^</sup> the City may subject to docking, in accordance with established docking procedures, employees who are found to have left their work location in violation of these rules. Prior to imposing any contemplated discipline or docking under these rules, the City will first notify the Union and discuss the possibility of resolving the problem without discipline or docking.

/s/Peter Schmalz 12/15/98 AFSCME Council 31

May 16, 2008

Mr. Michael Newman Associate  
Director AFSCME Council 31 29  
North Wacker Drive 8th Floor, Suite  
800 Chicago, Illinois 60606

Re: 2007 Contract Negotiations

Dear Mr. Newman:

This letter will confirm our understandings and agreements reached during the 2007 contract negotiations between the City of Chicago and AFSCME Council 31 on the issue of the AFSCME Personal Support Program.

For the period July 1, 2007 through December 31, 2007, the City will contribute the annual sum of \$29.00 per AFSCME bargaining unit employee, paid in equal amounts on the first-day of each calendar quarter, in order to allow said employees to participate in the AFSCME Personal Support Program ("PSP"). The annual payment will be based on the number of bargaining unit members on November 1 of the prior year. That amount will be increased to \$31.00 effective January 1, 2008 through December 31, 2009, \$33.00 effective January 1, 2010 through December 31, 2011, and \$35.00 effective January 1, 2012 through June 30, 2012. Amounts attributable for the period between July 1, 2007 and June 30, 2008 shall be paid not later than 60 days following the final ratification of this Agreement by the City Council.

As a condition of the City's participation in the PSP, the Union will advise the City on a quarterly basis as to the level of participation by City employees in the PSP, and will provide, the City with an audit conducted annually by an outside accounting firm of PSP finances. The AFSCME Benefit Plan and Trust also will agree to indemnify the City from any and all liability in connection with the operation of the PSP and any treatment or assistance given to City employees by the PSP.

Lastly, the Union agrees and understands that by agreeing to participate in the PSP, the City is not conferring any greater rights to coverage or benefits under the City's medical plan to AFSCME unit employees than already exists under the plan; nor does the City agree to allow employees to schedule appointments with the PSP during regular working hours.

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Please initial a copy of this letter if it accurately sets forth our agreements.

Very truly yours, FORD & HARRISON LLP



By

Michael W. Duffee Chief Spokesman City of  
Chicago

MWD/mss

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**SIDE LETTER 38**

**Exempt Program Employees**

1. **Exempt Program Employees in continuous service with the City for 18 months shall be Career Service Employees. Continuous service shall be defined as in Article 12.1 through 12.4 of the parties' collective bargaining agreement.**
2. **The City shall determine if there is an Exempt Program vacancy to be filled and at any time before said vacancy is filled whether or not said vacancy shall be filled.**
3. **When filling an Exempt Program vacancy, the Employer shall post the job for bidding in accordance with Section 12.7 (f) through 12.7 (I) of the parties' collective bargaining agreement. The posting of an Exempt Program vacancy shall be on bulletin boards at each Employer physical site in the department and at other appropriate locations as determined by the Employer. Said vacancy shall be posted for 14 days. The posting shall identify the vacancy as one in an Exempt Program and shall contain at least the following: job title, qualifications, days off, shift, hours, work location, if known, rate of pay, and beginning and ending date of the Exempt Program if known;**
4. **Newly hired Exempt Program Employees shall be notified of their Exempt Program status.**
5. **Exempt Program Employees may bid on permanent vacancies which are posted for bidding pursuant to Article 12.7 (e) of the Parties' collective bargaining agreement.**
6. **Exempt Program Employees with 90 days continuous service may exercise, with respect to other Exempt Program Employees only, the layoff and recall rights set forth in Article 12.5 of the Parties' collective bargaining agreement.**
7. **The City shall notify the Union of all Exempt Programs prior to the starting dates of such programs and shall notify the Union of the ending dates of any Exempt Programs prior to such ending dates.**
8. **Career service employees who bid on and move into Exempt Program vacancies shall retain their service status.**

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**SIDE LETTER 39**

**Mr. Michael Newman Associate Director  
AFSCME Council 31 205 North Michigan,  
Suite 2100 Chicago, Illinois 60601**

**Re: Background Checks/Drug and Alcohol Testing**

**Dear Mr. Newman:**

**This letter will confirm our understanding reached between the City of Chicago and AFSCME Council 31 relating to the issue of conducting background checks and drug or alcohol testing for any AFSCME represented employees not currently employed at the Independent Police Review Authority (IPRA) or at the Chicago Police Department (CPD), and who obtain positions at IPRA or at CPD, either through bid, promotion, or reduction in force. Specifically, in light of their access to sensitive law enforcement information, all employees obtaining positions at IPRA or CPD shall, as a condition of their employment in such departments, be subject to satisfactory completion of Departmental employee background checks and drug/alcohol testing requirements and procedures, conducted in accordance with Article 27 of the AFSCME Agreement, and the parties' past practice, except that the results of the tests shall be confidential and shall not be shared with other departments or utilized for any purpose except as provided herein.**

**A positive drug and/or alcohol test result or a failure to cooperate with the testing procedures shall cause the employee to be found not qualified for the position sought.**

**Please initial a copy of this letter if it accurately sets forth our agreements. Sincerely,**

**Isl Joseph P. Martinico Chief Labor  
Negotiator City of Chicago**

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#### **SIDE LETTER 40**

**It is the policy of the Employer that City employees should perform all bargaining unit work where practicable, that the Union be involved in the decision making process concerning potential contracting out, and for the Parties to work cooperatively in developing alternatives to the contracting out of bargaining unit work. To facilitate implementation of this policy, the Employer and the Union shall establish a Joint Labor Management Cooperation Committee to examine all contracted out or potential**

contracting out situations and to determine how such work could alternatively be, or continue to be, performed by bargaining unit employees. The Committee shall have the authority to make recommendations necessary to ensure that the policies and goals established herein are implemented and the Employer shall provide sufficient resources to ensure that the Committee is able to carry out its mission. The Committee shall meet within thirty (30) days of the execution of this Agreement for the purpose of further developing Committee procedures and policies, and thereafter the Committee shall meet quarterly or as requested by the Union.

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**SIDE LETTER 41**

**February 27, 2014**

**Mr. Michael Newman Associate  
Director AFSCME Council 31 29 North  
Wacker Drive 8th Floor, Suite 800  
Chicago, Illinois 60606**

**Re: 2012 Contract Negotiations**

**Dear Mr. Newman:**

**This letter will confirm our understandings and agreements reached during the 2012 contract negotiations between the City of Chicago and AFSCME Council 31 on the issue of the AFSCME Personal Support Program.**

**For the period July 1, 2007 through December 31, 2007, the City will contribute the annual sum of \$29.00 per AFSCME bargaining unit employee, paid in equal amounts on the first day of each calendar quarter, in order to allow said employees to participate in the AFSCME Personal Support Program ("PSP"). The annual payment will be based on the number of bargaining unit members on November 1 of the prior year. That amount will be increased to \$31.00 effective January 1, 2008 through December 31, 2009, \$33.00 effective January 1, 2010 through December 31, 2011, and \$35.00 effective January 1, 2012.**

**Amounts attributable for the period between July 1, 2012 and , 2014 shall be paid not later than 60 days following the final ratification of this Agreement by the City Council.**

**As a condition of the City's participation in the PSP, the Union will advise the City on a quarterly basis as to the level of participation by City employees in the PSP, and will provide the City with an audit conducted annually by an outside accounting firm of PSP finances. The AFSCME Benefit Plan and Trust also will agree to indemnify the City from any and all liability in connection with the operation of the PSP and any treatment or assistance given to City employees by the PSP.**

**Lastly, the Union agrees and understands that by agreeing to participate in the PSP, the City is not conferring any greater rights to coverage or benefits under the City's medical plan to AFSCME unit employees than already exists under the plan; nor does the City agree to allow employees to schedule appointments with the PSP during regular working hours.**

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**Please initial a copy of this letter if it accurately sets forth our agreements. Sincerely,**

**Joseph P. Martinico Chief Labor Negotiator City of Chicago**

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**SIDE LETTER 42**

**REGRADES for the 2012-2017 CBA**

**Effective the first day of the pay period next following approval of the agreement by City Council -**

**The following titles shall be regraded:**

- **Audio-Vision Tester - from Salary Grade B-8 to Grade B-10**
- **Clerk IV - It is agreed that those employees in the Clerk IV position listed on the attachment hereto, who perform timekeeping/payroll duties, will be moved to a new position titled "Timekeeper" (or as designated by DHR) and placed on the Salary Schedule at Salary Grade B-II. The City will audit the duties of the six (6) employees on the list provided by the Union to determine whether they are performing the duties of the newly created "Timekeeper" job title to the extent warranting their inclusion in the Timekeeper position.**
- **Fingerprint Technician I- It is agreed that the City will conduct an audit/survey of the position Fingerprint Technician 1 to determine the propriety of regrading the position from Salary Grade 9 to Grade 10, to be completed no later than June 30, 2015.**

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CITY COUNCIL September 3, 2014

To the President and Members of the City Council:

Your Committee on Workforce Development and Audit, to which was referred (July 30, 2014) a Collective: Bargaining Agreement with the American Federation of State, County and Municipal Employees - Council 31, begs leave to recommend that your Honorable Body DO PASS the bargaining agreement submitted herewith.

This recommendation was concurred in by all members of the committee present, with no

dissenting votes.

Respectfully submitted,

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

July 30, 2014

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 ordinance approving a Collective Bargaining Agreement with AFSCME Council 31.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,