CITY OF CHICAGO

AGREEMENT WITH

PUBLIC SAFETY EMPLOYEES UNION

UNIT II

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CITY OF CHICAGO
AGREEMENT WITH
PUBLIC SAFETY EMPLOYEES UNION
UNIT II

TABLE OF CONTENTS

Page

ARTICLE 1 - RECOGNITION 1
Section 1.1 1
Section 1.2 New or Merged Job Classifications 2
Section 1.3 Abolishment of Job Classification 2

ARTICLE 2 - MANAGEMENT'S RIGHTS 2
Section 2.1 Management's Rights 2
Section 2.2 Work Standards 4
Section 2.3 Rules and Regulations 4
Section 2.4 Furlough Days. 4

ARTICLE 3 - UNION SECURITY, DUES DEDUCTION AND REMITTANCE 4
Section 3.1 Union Security 4
Section 3.2 Activity Report 5
Section 3.3 C.O.P.E. 5

ARTICLE 4 - NO STRIKE OR LOCKOUT 6
Section 4.1 No Strike 6
Section 4.2 Union's Responsibility 6
Section 4.3 Discipline For Breach 6
Section 4.4 No Lockout 6

ARTICLE 5 - BILL OF RIGHTS 6
Section 5.1 Union Representation 6
Section 5.2 Notification of Complaint 6
Section 5.3 Conduct of Disciplinary Investigation 7

ARTICLE 6 - EMPLOYEE SECURITY 9
Section 6.1 Just Cause Standard 9
Section 6.2 File Inspection 9
Section 6.3 Limitation on Use of File Material 9
Section 6.4 Use and Destruction of File Material 9
Section 6.5 Traditional Work 9

ARTICLE 7 - GRIEVANCE AND ARBITRATION 10
Section 7.1 Discipline Procedures 10
Section 7.2(a) Grievance Procedure 11

Section 7.2(b) Procedures for Arbitrations of Suspensions Over 30 Days and Discharges . . . 15
Section 7.3 16

ARTICLE 8 - NON-DISCRIMINATION 16
Section 8.1 Equal Employment Opportunities 16
Section 8.2 No Discrimination 16
Section 8.3 Union Stewards 16
Section 8.4 Grievances by Employees 16
Section 8.5 Use of Masculine Pronoun 16
Section 8.6 Reasonable Accommodation 16
Section 8.7 Union Activity 17

ARTICLE 9 - WAGES AND ALLOWANCES 17
Section 9.1 Wages 17
Section 9.2 Acting in a Higher Rated Classification 18
Section 9.3 Reporting Pay 18
Section 9.4 Uniform Allowance 18
Section 9.5 Salary Progression 19
Section 9.6 Performance Evaluations 19
Section 9.7 Automobile Reimbursement 20
Section 9.8 Pay Disputes. 20
Section 9.9 Labor Management Committee on Payroll Practices 21

ARTICLE 10 - HOURS AND OVERTIME 21
Section 10.1A Hours of Work 21
Section 10.1B Overtime 22
Section 10.2 Uniform Inspection 23
Section 10.3 Crossing Selection Meeting 23
Section 10.4 Parade Or Other Civic Function 23
Section 10.5 Employer Meetings 23
Section 10.6 Public Transportation 23
Section 10.7 Overtime Seniority 24
Section 10.8 Change of Day Off 24
Section 10.9 Parking Enforcement Aides-O'Hare Airport 24
Section 10.10 Call-in-Pay 25
Section 10.11 Stand-By 25
Section 10.12 Court Time 25

ARTICLE 11 - WATCHES 25
Section 11.1 Post Selection, Crossing Guards 25
Section 11.2 Filling of Permanent Vacancies 25
Section 11.3 Change of Watch Notification 27
Section 11.4 Back to Back Shifts on Change Day 27
Section 11.5 Retreat 27
Section 11.6 Balancing The Work Force 27

Section 11.7 Temporary Transfers 28

ARTICLE 12 - HOLIDAYS 28
Section 12.1 Crossing Guards 28
Section 12.2 Full-Time Salaried Employees 29
Section 12.3 Holiday Observance 30
Section 12.4 Failure to Report to Work on a Scheduled Holiday. 30

ARTICLE 13 - VACATIONS 31
Section 13.1 Non-Crossing Guard Employees 31
Section 13.2 Crossing Guards Vacation Time 32
Section 13.3 Vacation Selection 33

ARTICLE 14 - GROUP HEALTH AND CONTRIBUTIONS 33
Section 14.1 Group Health and Contributions 33
Section 14.2 Joint Labor Management Cooperation Committee on Health Care 34
Section 14.3 Self Insurance Plans 34
Section 14.4 Disputes 34
Section 14.5 HMO 34
Section 14.6 Dual Coverage 35
Section 14.7 Non-Crossing Guard Benefits 35
Section 14.8 Crossing Guard Benefits 35
Section 14.9 Crossing Guards - Board of Education Interruption of Service 35

ARTICLE 15 - PAID LEAVES 36
Section 15.1 Bereavement Pay 36
Section 15.2 Military Leave 36
Section 15.3 Jury Duty Leave/Subpoena 37
Section 15.4 Sick Leave 37
Section 15.5 Injury on Duty 37
Section 15.6 Marriage Leave 38
Section 15.7 Family and Medical Leave 38
Section 15.8 Duty Disability Leave 38

ARTICLE 16 - UNION RIGHTS 39
Section 16.1 Union Rights 39
Section 16.2 Bulletin Boards 39
Section 16.3 Union Meetings 39
Section 16.4 Grievance Processing 39
Section 16.5 Negotiating Team 39
Section 16.6 Labor-Management Committee 40
Section 16.7 Time Off for Union Activities 40
Section 16.8 Stewards Training/Pay for Meetings 40
Section 16.9 Safety Committee 40

ARTICLE 17 - LEAVES WITHOUT PAY 41
Section 17.1 Personal Leave 41
Section 17.2 Medical Leave 41
Section 17.3 Union Leave 42

ARTICLE 18 - CONTINUOUS SERVICE 42
Section 18.1 Continuous Service 42
Section 18.2 Interruption in Service 43
Section 18.3 Reciprocity 43
Section 18.4 Break In Service 43
Section 18.5 Probationary Employment 44
Section 18.6 Seniority 44

ARTICLE 19 - INDEMNIFICATION 45
Section 19.1 Safety 45
Section 19.2 Employer Responsibility 45
Section 19.3 Legal Representation 45
Section 19.4 Cooperation 45
Section 19.5 Applicability 45
Section 19.6 Punitive Damages 45
Section 19.7 Expedited Arbitration 45

ARTICLE 20 - LAYOFFS AND RE-EMPLOYMENT 46
Section 20.1 Notice of Layoffs 46
Section 20.2 Hiring During Layoffs 46
Section 20.3 Layoffs and Recall 46
Section 20.4 Health Care Contributions 47

ARTICLE 21 - MISCELLANEOUS 47
Section 21.1 Tuition Reimbursement 47
Section 21.2 Waiver 47
section 21.3 Modifications 47
Section 21.4 Separability 47
Section 21.5 Residency 48
Section 21.6 Day Care 48

ARTICLE 22 - TECHNOLOGICAL CHANGE 48
Section 22.1 Technological Change 48
Section 22.2 Notice of Technological Change 48
Section 22.3 Implementation 48

ARTICLE 23 - DRUG AND ALCOHOL PROGRAM 49
Section 23.1 Policy Statement 49
Section 23.2 Definitions 49
Section 23.3 Disciplinary Action 50

Section 23.4 Drug and Alcohol Testing 50
Section 23.5 Employee Assistance Program 52

ARTICLE 24 - TERM OF AGREEMENT/HEALTH PLAN REOPENER 52
Section 24.1 Term of Agreement 52
Section 24.2 Health Plan Reopener 53

APPENDIX A: CITY OF CHICAGO TUITION REIMBURSEMENT POLICY

APPENDIX B: UNIT II CLASSIFICATIONS AND SALARY GRADES, WITH SALARY SCHEDULES

APPENDIX C: MEDICAL CARE BENEFITS

APPENDIX D: LMCC TRUST AGREEMENT

APPENDIX E: EMPLOYEE PAYROLL INQUIRY FORM

SIDE LETTERS

AGREEMENT
UNIT II

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation ("Employer") Service Employees International Union, AFL-CIO; Public Service Employees Union Local 73 affiliated with the Service Employees International Union, and Local Union 21 affiliated with the International Brotherhood of Electrical Workers, AFL-CIO ("Unions"),two autonomous and independent labor organizations each representing certain employees in a portion of a single collective bargaining unit, descriptively referred to as the Public Safety Employees Bargaining Unit, as more specifically defined in this Agreement.

It is the purpose and intent of the parties, through this Agreement to establish and promote harmonious relations between the parties; provide efficient, uninterrupted and effective services to the public; provide an equitable and peaceful procedure for the resolution of differences under this Agreement; and establish and maintain wages, hours and terms and conditions of employment through collective bargaining which, when ratified by the City Council, shall modify and supersede any ordinance, rules, regulations, personnel rules, interpretations, practices or policies to the contrary.

ARTICLE 1
RECOGNITION

Section 1.1

The Employer recognizes each Union set out below as the sole and exclusive bargaining agent for those employees and/or employee classifications set out opposite the Union's respective name below, excluding all other employees of the Employer.

The Employer further recognizes that each of the Unions is autonomous and is responsible solely to represent employees in the classifications enumerated:

1. Public Service Employees Union, Local 73, S.E.I.U.: Included - Crossing Guard; Community Service Aide; District Coordinator Beat Program; Animal Control Officer; Animal Control Officer Aide; Animal Control Inspector; Parking Enforcement Aide; Traffic Control Aide; Senior Public Safety Aide; Detention Aide; Field Supervisor I - Parking Enforcement; Field Supervisor II- Parking Enforcement; Aviation Security Officer**; Supervisor of Animal Control Officers (subject to the terms of Side Letter #30);** Supervising Traffic Control Aide; Traffic Control Aide-Hourly (subject to the terms of Side Letters 15); Aviation Security Officer-Hourly (subject to the terms of Side Letter 18).

2. Local Union 21, I.B.E.W., AFL-CIO: Included - Aviation Communications Operator, Police Communications Operator I, Police Communications Operator II.

During the term of this Agreement, each of the Unions shall be responsible for representing only employees in the classifications as respectively enumerated and listed above.

Section 1.2 New or Merged Job Classifications

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

Where the present employees are placed by the Employer in a new classification, under Article 1, or remain in a successor title or classification, their time-in-title seniority shall consist of all time in the present [new or successor] class plus all time in the title immediately preceding.

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

Section 1.3 Abolishment of Job Classification

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

ARTICLE 2
MANAGEMENT'S RIGHTS

Section 2.1 Management's Rights

It is agreed that the Unions and the employees will cooperate with the Employer to liberally construe this Agreement to facilitate the efficient, flexible and uninterrupted operation of the Employer. The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the City and administration thereof, and the right:

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

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

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

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

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

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

g. to contract out work;

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

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

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

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

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

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

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

Inherent managerial functions, prerogatives and rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to review, provided that non of these rights is exercised contrary to or inconsistent with other terms of this Agreement or law.

Section 2.2 Work Standards

The Employer has the right to establish reasonable work load standards. Prior to establishing or changing work load standards, the Employer will notify the Union, and upon request of the Union, shall meet to discuss such standards.

Section 2.3 Rules and Regulations

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

Section 2.4 Furlough Days

Employees shall be eligible to participate in the Employer's Voluntary Unpaid Furlough Program, under the same terms and conditions applicable to all non-represented City employees, which terms and conditions may be subject to change from time to time. The current terms of the Voluntary Unpaid Furlough Program are described in part G(12) of the City's Salary Resolution. It is understood and agreed that the City's decision to grant or deny any request for unpaid furlough time is entirely discretionary, and the City's determination as to what is in the best interests of maintaining its operations will always take precedence. The parties further understand and agree that all aspects of the City's Voluntary Unpaid Furlough Program, including the City's decision to grant or deny any unpaid furlough day request, are excluded from the grievance and arbitration provisions of Article 7 of this Agreement.

ARTICLE 3
UNION SECURITY, DUES DEDUCTION AND REMITTANCE

Section 3.1 Union Security

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

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

taken by the Employer for the purpose of complying with all Paragraphs of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

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

D. It is further agreed that 30 days after the execution of this agreement or the employee's date of hire or entry into the Bargaining Unit, whichever is later, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted under the terms and procedures to be agreed to between the Employer and each of the Unions. It is understood that the amount of deduction from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

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

Section 3.2 Activity Report

The Employer shall provide to the union, on a monthly basis, a unit activity report of current active bargaining unit members that will list retirements, resignations, discharges, terminations, leaves of absence, suspensions, reinstatements, re-appointments, transfers (change of departments and change of payroll); appoints (which also includes promotions and demotions), and deaths. Each month the Employer will provide to the union the current month's unit activity report and the updated report from the previous month.

Section 3.3 C.O.P.E

The Employer agrees to deduct from the pay of those employees who individually request it voluntary contributions to the SEIU 73 and IBEW Local 21 C.O.P.E. Fund. Unit II shall notify the Employer of the amount that is to be deducted from the employee's paycheck on each payday, **provided that the amount of such deductions shall be limited to not more than four (4) levels, to be determined by the Union.** Such deductions shall be remitted to the Union on a semi-monthly basis, along with deductions made pursuant to Section 3.1 of this Agreement. In the event that the Employer's payroll system at some point allows the Employer to consider making deductions for contributions in more than one amount, the Employer agrees to meet and discuss such consideration with the Unions.

ARTICLE 4
NO STRIKE OR LOCKOUT

Section 4.1 No Strike

During the term of this Agreement neither the Unions, their officers, or members shall instigate, call, encourage, sanction, recognize, condone, or participate in any strike, sympathy strike, concerted slowdown, stoppage of work, boycott, picketing, or interference with rendering of services by the Employer.

Section 4.2 Union's Responsibility

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any bargaining unit employee, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all reasonable steps in good faith to end such action, the Employer agrees that the Union shall not be responsible for, and that it will not bring action against the Union to establish responsibility for such wildcat or unauthorized conduct.

Section 4.3 Discipline For Breach

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

Section 4.4 No Lockout

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

ARTICLE 5
BILL OF RIGHTS

Section 5.1 Union Representation

At any meeting between the Employer and an employee in which the employee may be disciplined, including disciplinary investigations, where discipline is to be discussed, a Union representative may be present if the employee so requests.

Section 5.2 Notification of Complaint

All employees who have been identified as the subject of a registered complaint will be notified in writing within ten (10) work days, except if the matter involves an investigation where surveillance or confidentiality is necessary to complete the investigation, in which event the employee shall be notified within ten (10) work days after the surveillance is completed, or where confidentiality is necessary to complete the investigation, within ten (10) work days after the investigation is completed. This Section shall not apply to any order of a Federal or state court, grand jury or prosecutor, where the matter involved is under criminal investigation and the Employer is directed not to reveal the complaint or investigation.

Section 5.3 Conduct of Disciplinary Investigation

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

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

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

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

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

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

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

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

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

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of

the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

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

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

L. This section shall not apply to employee witnesses.

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

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action.

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

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 6
EMPLOYEE SECURITY

Section 6.1 Just Cause Standard

No non-probationary employee covered by this Agreement shall be discharged or disciplined without just cause.

Section 6.2 File Inspection

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

Section 6.3 Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, as provided for in Section 6.2 above, shall not be used in any manner or any forum adverse to the employee's interests.

Section 6.4 Use and Destruction of File Material

(a) **Police Department**: Disciplinary Investigation Files, other than Police Board cases, will be destroyed 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 year period. In such instances, the Complaint Register case files normally will be destroyed five years after the date of the final court adjudication, unless a pattern of sustained infractions exists.

(b) **All Departments**: Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained, shall not be used against the employee in any future proceedings.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two (2) substantially similar offenses during said eighteen (18) month period.

Section 6.5 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout,

demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if an Aviation Communications Operator (ACO) is on vacation, a Data Entry Operator shall not be assigned as a replacement for the ACO. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

ARTICLE 7
GRIEVANCE AND ARBITRATION

Section 7.1 - Discipline 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 this Article 7. Such contractual review procedures shall be the sole and exclusive means for review of any and all such disciplinary actions, and no review of any such disciplinary action shall be available before the City's Human Resources Board or Police 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.

In the event that a discharged employee appeals an adverse decision of the Personnel or Police Board to the Circuit Court of Cook County, or thereafter to the Appellate Court of Illinois, and the decision of the Personnel 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 Personnel 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.

b. The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter. The City of Chicago approves of the concept of progressive and corrective discipline for Career Service employees, and recommends its use when appropriate, as set forth in the City's Personnel Rules.

c. In cases of oral warnings, the supervisor or his/her designee shall inform the employee that he/she is receiving an oral warning and the reasons therefor. For discipline other

than oral warnings, the employee's immediate supervisor or his/her designee shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor or his/her designee shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. If the employee requests the presence of a Union representative at a meeting, one will be provided, if available, who shall be given the opportunity, if the employee requests, to rebut the discipline and request further pertinent information.

Section 7.2(a) Grievance Procedure

1. Matters which are management rights, except as expressly abridged by a specific provision of this Agreement, 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 7.2(b) below. Disciplinary cases which are converted from a discharge to a suspension as a result of a decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision.

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

STEP I

A. The employee and/or the Union shall raise the grievance in writing within fifteen (15) calendar days of having knowledge of the event which gives rise to the grievance. The employee or the Union will specify the Sections and subsections of the Agreement alleged to have been violated, a brief description of the facts giving rise to the grievance, including relevant dates, and the requested remedy. Nothing in this paragraph shall preclude the Union, prior to Step IV, from amending the grievance with respect to the specific Sections and subsections of the Agreement alleged to have been violated.

B. The immediate supervisor will render his/her decision to the employee and the Union in writing within ten (10) calendar days after the grievance is presented, and will briefly state the basis for the decision.

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 ten (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 seven (7) 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 ten (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's representative at least once each month to discuss all pending grievances that have been advanced to Step III. The purpose of the Step III meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step III, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to attempt to resolve grievances during the Step III meeting. No grievance will be discussed at more than one Step III meeting, unless the Employer and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the Employer and the Union from their respective obligations to otherwise process and respond to grievances in accordance with this Article. For any grievances that remain unresolved at the conclusion of the Step III process, the Department shall provide the Union with a written decision within seven (7) calendar days of the conclusion of the Step III process.

C. If an arbitrable dispute is not settled at the third step, either the Union or the Employer may notify the other in writing within thirty (30) calendar days of receipt of the Step III decision, that it requests final and binding arbitration of its grievance.

D. Any settlement at Step I, II or III shall be binding upon the Employer, Union and the aggrieved employee or employees. Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to refer the case to the succeeding step of the procedure. Upon request, there shall be a meeting at each step of the grievance procedure. A Union steward or a Union Staff Representative may be present

at each step meeting. The Union will be informed of and allowed to be in attendance at and participate in all grievance or disciplinary hearings. A grievance may be withdrawn without prejudice to the Union. Failure of the Employer to answer a grievance within the time limit herein shall automatically cause the grievance to advance to the succeeding step of the procedure.

E. If the grievance or arbitration affects more than one employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class. The Union shall advise the Employer when it knows the grievance affects a group or class of employees.

F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors of the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive the employee's right to process his or her grievance. Refusal to follow instructions or orders shall be cause for suspension or discharge at the option of the Employer.

STEP IV

A. If the matter is not settled in Step III, the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate, setting forth the facts and specific relief requested, within thirty (30)calendar days after the decision is given at Step III hereof.

B. A rotating Roster of Arbitrators shall be used by the parties. The Employer and the Union will select a roster of eight (8) arbitrators. All arbitrators shall be selected by mutual agreement.

In the event the parties cannot mutually agree upon the selection of a full roster of eight(8)arbitrators, the parties shall contact the Federal Mediation and Conciliation Service (FMCS) for a list of arbitrators in the Chicagoland area (excluding those upon whom agreement may be have been reached). The parties will then alternately strike names from such list until the remaining number of arbitrators are left to make up a roster of eight (8). The Employer **and the Union will rotate the first strike.** 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 that either party cancels or postpones a scheduled hearing date (including instances where the cancellation of hearing resulted from the Union's unilateral withdrawal of the grievance), and a fee is assessed by the arbitrator as the result of said cancellation or postponement, the canceling or postponing party will pay**

the arbitrator's fee, unless the parties mutually agree otherwise. The arbitrator assessing said fee shall have jurisdiction to resolve any dispute arising out of his/her fee allocation for the cancellation or postponement.

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. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties. Arbitrators shall select a date for arbitration within ninety (90) days of notice that a grievance is ready for arbitration and submit their decision within thirty (30) days following such hearing. 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 an arbitrator's commitment to arbitrate the respective grievance within the stated time limit within seven (7) days from the date the grievances are submitted to the arbitration process. If an arbitrator is not available to hear a case, the next arbitrator in rotating alphabetical order will be chosen. The parties may mutually agree not to use a particular arbitrator for a specific case, or to select an arbitrator who is not on the roster. The parties may agree to submit more than one (1) grievance to a selected arbitrator.

Every year each party has the right to remove up to two (2) 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 eight (8). 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 six (6), 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 six (6).

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 six (6), or such number greater than six (6) as the parties may agree.

C. An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the

existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved.

3. 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.

4. The Union and the Employer agree that, in order to further their mutual goal of resolving grievances at the lowest practical level of the grievance procedure, 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, in a timely manner, relevant information that is available or reasonably obtainable. Failure to provide such information in a timely manner shall constitute a violation of this Agreement.

Section 7.2(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 IVB and Step IVC of Section 7.2(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.

4. It is agreed that the time limitations set forth in Section 7.2(b)1 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 7.3

In the event of a claim by the Union that there is any outstanding payment owed to an employee under the terms of a grievance settlement agreement or arbitration award, such claim may be submitted on the "Employee Payroll Inquiry Form" attached to this Agreement as Appendix E.

ARTICLE 8
NON-DISCRIMINATION

Section 8.1 Equal Employment Opportunities

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

Section 8.2 No Discrimination

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

Section 8.3 Union Stewards

Employees acting as Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 8.4 Grievances by Employees

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

Section 8.5 Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 8.6 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the Union. The provisions of Article 7 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the

ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

Section 8.7 Union Activity

The Employer agrees that no employees 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.

ARTICLE 9
WAGES AND ALLOWANCES

Section 9.1 - Wages

(1) **Effective 30 days following ratification and approval of ths Agreement, all employees in the bargaining unit on said date will paid a lump-sum bonus payment, which will not be included in base pay or as a salary increase or adjustment under the salary schedule, as follows:**

Full-time	**$500.00**
Crossing Guards	**$300.00**
Part-time (more than 120 hours in the preceding 12 months)	**$150.00**

Such payments will be made with the first full pay period following the conclusion of such 30 day period.

(2) **Except as provided in paragraph (3) below, the following wage increases shall be applied:**

Effective January 1, 2013	**1.50%**
Effective January 1, 2014	**1.50%**
Effective January 1, 2015	**1.00%**
Effective July 1, 2015	**1.00%**
Effective January 1, 2016	**1.00%**

The agreement shall expire on June 30, 2016.

(3) **The foregoing wage adjustments provided in paragraph (2) above shall not be applied to the Base Salary Rates (Steps 1 through 4) of the salary schedules for full-time employees. Such wage adjustments will be applied to the rates applicable for hourly employees in the classifications of Crossing Guard, Traffic Control Aide-Hourly and Aviation Security Officer-Hourly. Full time employees at such steps will continue to be eligible for annual step increases. Employees at such steps will continue to be eligible for annual step increases. Wage adjustments provided in paragraph (2) will be reflected on the salary schedules starting at Step 5, Intermediate Rates, through the remainder of the schedule.**

(4) **Effective in 2013, and for subsequent years, for those employees eligible to receive a Uniform Allowance under the Agreement, the full allotment of the Uniform Allowance shall be paid in one check, not two. The check shall be separate from the usual payroll check. To be eligible, the employee must be active on the payroll as of June 1 of that year. The check will be issued no later than June 30 of that year.**

Section 9.2 Acting in a Higher Rated Classification

An employee who is directed to perform and does perform or is held accountable for, substantially all of the duties and responsibilities of a higher rated Unit II job for five (5) working days shall be paid at the higher rate for all such time, retroactive to the first day of assignment. 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.

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 parties. The Employer shall not arbitrarily remove employees out of the higher classification solely to defeat the purpose of this Section.

Section 9.3 Reporting Pay

Any employee covered by this Agreement who reports for work as scheduled or assigned shall receive a minimum of 2 hours pay.

Section 9.4 Uniform Allowance

A. Each active Crossing Guard employee shall receive a uniform allowance of $550 annually, distributed in two (2) installments of $275 no later than February 25 and $275 no later than October 25. For any employee who returns to active duty no later than May 5 of any year and who did not receive any uniform allowance in February of the same year, that employee shall receive a supplemental uniform allowance of $275 on June 10 of the same year. Any employee who returns to active duty no later than December 5 of any year and who did not receive his or her uniform allowance in October of the same year, shall receive a supplemental uniform allowance of $275 no later than December 15 of the same year.

Active Parking Enforcement Aides; Supervising Traffic Control Aides; Aviation Security Officers; Traffic Control Aides; Animal Control Inspectors; Animal Control Officers; Animal Control Officer Aides; Community Service Aides; and Senior Public Safety Aides shall receive a uniform allowance of $550 annually. Active Police Communications Operator I; Police Communications Operator II and Detention Aides shall receive a uniform allowance of $400 annually. The annual uniform allowance for Police Communications Operators I and II will increase to $500 effective January 1, 2010. Active Aviation Communication Operators shall receive an allowance of $50 annually.

The Employer will notify the Union of any major uniform changes and upon request, meet with the Union to discuss said proposed uniform changes. Any recommendations resulting from said meetings will be presented to the Department Head.

If the Employer shall direct that any group of covered employees shall change, modify or add to Employer required uniforms or equipment, the Employer shall pay the cost of the original issue.

B. The Employer shall provide a protective body armor vest for each Aviation Security Officer, in accordance with the Department of Aviation's Standard Operating Procedure (SOP), and shall replace such vests at the expiration of its useful life, as determined and defined in the SOP. Vests which are lost, damaged (except if damaged as a result of an on-duty, safety-related incident) or otherwise in need of replacement during the term of the vest's useful life shall be replaced at the expense of the employee.

Section 9.5 Salary Progression

The Employer's past practice as to longevity advancement within the salary ranges shall continue. Any nondisciplinary approved absence without pay, including layoffs, for 30 days or less or of Crossing Guards for the summer term or during a school strike, shall not be deducted from a non-probationary employee's continuous service record.

Section 9.6 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.

The exercise of any right by a bargaining unit employee, including but not limited to the use of the current year's sick days (but not any accumulated sick days) or other leave time permitted by this agreement, shall not adversely affect whether or not under the performance evaluation procedures, an employee receives wage increases.

Section 9.7 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service. On the effective date of this Agreement, the maximum reimbursement will increase to $350 per month. Effective on the date of ratification of the 2007-2010 agreement, the maximum reimbursement will increase to $550 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Section 9.8 Pay Disputes

a. All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned.

b. In the event an employee's paycheck, at the time specified in paragraph a above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Any claims by an employee that the employee was not properly paid are subject to Article 7 of this Agreement. In addition, and in order to expedite resolution of any such claims, employees shall promptly submit all such claims to the Department timekeeper on the "Employee Payroll Inquiry Form" attached to this Agreement as Appendix E. The employee's submission of such Form shall toll the period for further processing of the grievance filed by the Union with respect to that claim until such time as the Employer has investigated the claim and provided the employee with a final response. If the Department

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

Section 9.9 Labor Management Committee on Payroll Practices

In order to provide a basis for ongoing discussion concerning the City's payroll practices, up to two (2) representatives, not more than one (1) from each Union, may participate in the City's existing Labor Management Committee on payroll practices, which also includes duly appointed representatives of certain other Unions representing City employees. The City's members of the Committee will consist of representatives from the Department of Human Resources, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, or other related issues of mutual concern which may arise during the life of the parties' Agreement**, including issues pertaining to the Employer's alleged failure to make payments required by settlement agreements or arbitration awards.** In addition, at the request of the Unions, the City may include from time-to-time up to two (2) representatives of the bargaining unit, not more than one (1) from each Union, at the Comptroller's staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

ARTICLE 10
HOURS AND OVERTIME

Section 10.1A Hours of Work

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The work week shall begin at 12:00 A.M. Sunday (one minute after 11:59 P.M. Saturday) and shall end at 12:00 A.M. the following Sunday. The normal work week shall consist of five (5) work days with two (2) consecutive days off.

The work day shall commence from the employee's scheduled start time and shall include an unpaid lunch break according to the Employer's current practice.

For PCO I's and II's in the Office of Emergency Management Communications, the normal work week shall consist of forty (40) hours; eight hours per day (excluding the time allocated for the lunch period, normally ½ hour of unpaid time), five days per calendar week. Determination of meal periods of over 30 minutes, up to one hour, shall be based upon the nature of the duties and will be determined by the appropriate supervisor, as designated by the Employer.

Schedules currently established (including power shifts) shall remain in effect. Starting time for employees assigned to rotating schedules currently vary between 2100-2400 hours, 0500-0800 hours or 1300-1600 hours.

Except in emergencies, at least ten (10) days advance notice shall be given to employees and the Union of any schedule changes. The Union shall be consulted with respect to such changes prior to their implementation.

Standards used for calculating overtime and vacations shall be consistently applied to each supervisory group.

Section 10.1B Overtime

All work performed in excess of forty (40) hours worked per week in the Employer's work week; or in excess of eight (8) hours worked per day where the employee has over forty (40) hours of work or excused absences in the Employer's work week; or on the sixth consecutive day worked in the Employer's work week, shall be paid for at one and one-half (1-½) times the regular straight time hourly rate of pay. All work performed on the seventh consecutive day worked in the Employer's work week shall be paid for at two (2) times the regular hourly rate of pay.

Where employees are required to work on their days off, work on their first regularly scheduled day off shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay, and work on the second regularly scheduled day off shall be paid for at two (2) times the regular hourly rate of pay; provided that in either case, the employee worked his/her full regularly scheduled work week, or any absences in the employee's regular work week were excused absences; and provided further that, in order to be eligible for double-time pay (instead of time and one-half) for work on his/her second regularly scheduled day off, the employee also must have actually worked on his/her first regularly scheduled day off. Overtime shall be computed on the basis of completed fifteen (15) minute segments. 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. Employees exempt from the overtime provisions of the Fair Labor Standards Act or the Illinois Minimum Wage Law shall not be eligible for overtime under this Section.

When overtime is scheduled beyond the regular work week (e.g., Saturday or 6th day where applicable; Sunday or 7th day where applicable) the Employer will give employees so scheduled at least twenty-three (23) hours advance notice. The advance notice requirements apply if such lead time is available to the Employer.

All overtime earned under this section shall be compensated in the form of cash, unless the employee elects to be compensated in the form of compensatory time at the time the overtime is earned. Notice of said election must be provided by the employee to the Employer's designated representative by no later than the first regular workday following the date on which the overtime was earned. In addition, employees whose normal work week consists of thirty-five (35)

hours, and who have between thirty-five (35) and forty (40) hours worked or excused absences in the Employer's work week, shall have the option of requesting, in lieu of straight time pay, one (1) hour of compensatory time for each hour worked between thirty-five (35) and forty (40) hours in that work week. Such requests shall not be unreasonably denied. Use of compensatory time shall be subject to the operational and scheduling needs of the department.

All accumulated compensatory time which has not been used by October 16 in any calendar year will be paid to employees in the form of cash; provided, however, that any employee who so elects may retain up to eighty (80)hours of accumulated compensatory time.

In any case no employee shall be permitted to accumulate compensatory time in excess of that which is allowed under the Fair Labor Standards Act.

Wherever used in this Section 10.1B, the term "excused absences" shall be deemed to include paid holidays, paid personal days, scheduled vacation days, scheduled compensatory time, scheduled unpaid furlough days, paid sick leave, and paid Union business time under Article 16 of this Agreement, but shall not include any other time off from work.

Section 10.2 Uniform Inspection

Each employee scheduled for and reporting to any Uniform Inspection **during hours outside the employee's scheduled shift for that day** shall receive a minimum of two (2) hours reporting pay.

Section 10.3 Crossing Selection Meeting

Each employee scheduled for and reporting to the crossing selection meeting, which shall normally be held in August of each year, shall receive a minimum of two (2) hours reporting pay.

Section 10.4 Parade Or Other Civic Function

Any time an employee participates in a parade or other civic function, outside of his/her scheduled hours of work, at the direction of the Employer, said employee shall receive a minimum of four (4) hours pay at the employee's regular rate of pay.

Section 10.5 Employer Meetings

Any time an employee spends in any meeting at the direction of the Employer shall be considered as hours worked under this Agreement. Should a Crossing Guard be required to attend a meeting at the employer's premises immediately following any of their tours of duty, all time from the conclusion of their tour of duty (including reasonable travel time) to the conclusion of the meeting shall be considered as time worked.

Section 10.6 Public Transportation

Where an employee is required to take public transportation to perform his/her duties, such travel will be at no expense to the employee. Present practices will continue for those employees who presently receive this benefit. In the event that the local public transportation authority implements any change in practice or policy by which this benefit will be reduced or eliminated for employees who presently receive the benefit, the parties will negotiate over the effect of the change on said employees, provided that the Union makes a request to the City to engage in effects bargaining within thirty (30) days of receipt of notice of the change.

Section 10.7 Overtime Seniority

a. A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. Thereafter, overtime and/or premium time at the location shall be offered by seniority in the employee's job classification, provided the most senior employee has the then present ability to perform the job to the Employer's satisfaction without further training. In the event enough of such offers are not accepted, the Employer mandatorily shall assign such overtime an/or premium time by reverse seniority. If the Employer has advance knowledge of the need for overtime, employees shall be notified. In the event there are more offers to work the overtime than are needed, the selection will be offered to the most senior employee who has the then present ability to perform the job to the Employer's satisfaction.

b. Those employees in any classification who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification have been afforded the opportunity. Mandatory overtime and/or premium time shall be rotated among employees in the affected classification and work unit, so that an employee who has been mandatorily assigned to work overtime and/or premium time shall be the last employee in the affected classification and work unit required to work the next mandatory overtime assignment. The Employer will post relevant seniority/overtime lists in appropriate locations accessible to employees.

Section 10.8 Change of Day Off

Although regular days off of employees covered by this Agreement may be changed to meet the needs of the Employer, i.e., special events, parades, etc., said days off shall not be changed solely for the purpose of avoiding the payment of overtime or premium time. The Employer shall offer employees the option to change regular days off before mandatorily requiring such changes. Employee seniority shall be considered in making said changes to regular days off.

Section 10.9 Parking Enforcement Aides-O'Hare Airport

Assignments to O'Hare Airport for Parking Enforcement Aides shall be offered first to volunteers. Thereafter, if there are not enough volunteers, the assignment of all new employees shall include the O'Hare Airport assignment. The Friday-Saturday O'Hare Airport assignment as

to employees on the payroll November 27, 1985, shall be reduced by one (1) day to a Friday only assignment.

Section 10.10 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, which is applicable under this Agreement, except for reasons beyond the Employer's control.

Section 10.11 Stand-By

Where the Employer requires an employee to remain on stand-by, 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.

Section 10.12 Court Time

Bargaining Unit employees required to attend court or pre-trial conference outside their regularly scheduled work hours shall be compensated at the overtime rate, except (1) if the court time is during the Bargaining Unit employee's compensatory time and the Bargaining Unit employee knew of the court date before his/her request for compensatory time was approved, (2) while the Bargaining Unit employee is on paid Medical Leave.

ARTICLE 11
WATCHES

Section 11.1 Post Selection, Crossing Guards

Non-probationary employees have the right to select the post they will work by continuous service with the Employer. The employee with the most continuous service with the Employer within a District shall have first choice of post, the employee with the next greatest length of continuous service with the Employer within a District shall have second choice of post and so forth in order of total length of continuous service with the Employer. Such post selection shall be made by each employee at the August Crossing Post Selection meeting, normally held in August of each year at each Police District headquarters.

Section 11.1(b) Shift Selection, Non-Crossing Guards

Where annual shift selection procedures are currently in effect, they shall remain in effect and will not be changed without 60 days advance notice to, and if requested, discussion with the Union. Nothing herein shall preclude the Union and a department from discussing and implementing an annual shift selection process.

Section 11.2 Filling of Permanent Vacancies

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

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

(c) 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) Employees may bid on jobs the Employer determines to be permanently vacant for promotion or for appointment to bargaining unit job classifications other than the employee's current job classification. A successful bidder shall not be eligible to bid for six (6) months following their appointment to a position filled under this Article.

(e) The posting of an Employer determined permanent vacancy shall be on appropriate bulletin boards in the Department and at other appropriate locations as determined by the Employer. Said vacancy shall be posted for fourteen (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. the Union shall receive notice of such posting at least one (1) day prior to the opening of such posting.

(f) All applicants for Employer determined permanent vacant jobs shall meet the minimum qualifications established by the Employer for the job in order to be considered for selection by the Employer.

(g) Qualified employees shall be given an equal opportunity with other applicants to apply for jobs which are determined to be permanently vacant by the Employer. The Employer shall select the most qualified applicant. In making selections, bargaining unit bidders shall be given preference over non-bargaining unit applicants from a Department of Personnel referral list. Where applicants are equally qualified, the Employer shall select the most senior employee with due regard to the Employer's efforts to ensure equal employment opportunities. Selection shall be determined by the Employer based upon experience, training, proven ability and similar criteria. After a selection has been made, the selecting Department will notify the Union of the names of the successful applicant and all bidders.

"Seniority" shall mean, for purposes of this Section, the employee's service in the job title (time-in-title).

The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed one hundred twenty (120) days, to demonstrate to the Employer's satisfaction that he or she can perform the job. If the Employer determines at any time during that period that the successful bidder cannot perform the 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. For purposes of this Section, the terms "employee" and "bidder" shall mean individuals employed in job classifications covered under this Agreement.

Section 11.3 Change of Watch Notification

When a mandatory change of watch is made by the Employer, a reasonable notice will be given to the employee. The Employer shall give five (5) days advance notice to the affected employees. The advance notice requirements apply if such lead time is available to the Employer. **Such changes shall be made on the basis of seniority, provided that the employee has the then present ability to perform the required work without further training.**

Assignments to any watch or shift by way of any annual watch or shift selection process will be based on seniority, provided the employee has the then present ability to perform the required work without further training. For purposes of this Section, "seniority" shall mean the employee's service in the job title (time-in-title). The parties understand and agree that, in determining whether a Detention Aide in the Central Detention Section of the Department of Police has the then present ability to perform the required work without further training, the Employer may consider the assignment restrictions set forth in Side Letter 19 of this Agreement.

Section 11.4 Back to Back Shifts on Change Day

A bargaining unit employees shall normally not be required to work more than four hours on the first watch on change day if he/she has worked a full tour of duty on the third watch on the preceding day. If he/she is required to work more than four hours on a change day on the first watch, he/she shall be paid at the rate of time and one-half for the hours worked on the first watch on change day.

Section 11.5 Retreat

An employee who is appointed or promoted to a new job classification shall, for a period of 120 days, be permitted to return to his/her former job classification in the bargaining unit, if the Employer determines that the job is vacant, or if the job is not vacant the said employee shall be placed on a reinstatement list. Such employees shall retain seniority and other benefits previously accrued in the job classification to which they are returning subject to the provisions of Article 18.4.

Section 11.6 Balancing The Work Force

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. For purposes of this section, seniority shall mean time-in-title.

Section 11.7 Temporary Transfers

For the purposes of this section, a "temporary transfer" shall mean the temporary assignment of an employee to a work assignment within his/her job classification which is (a) either geographically removed from the employee's normal work site, or on a different work shift regardless of geographical location; and (b) made by the Employer for the purpose of temporarily replacing an absent or separated employee. The Employer will give notice to the Union of any temporary transfer which is expected to last more than fourteen (14) days. In the event a temporary transfer is expected to last more than fourteen (14) days, the Employer will first seek volunteers from among employees in the job classification from the work site or work shift designated by the Employer, provided the employee has the then present ability to perform the work without further training. If there are insufficient volunteers, the Employer will select the least senior employee in the job classification from the designated work site or work shift who has the then present ability to perform the work without further training. In no event may any temporary transfer last more than ninety (90) days, absent the agreement of the Union. This section shall not apply to any transfer of a Crossing Guard within a district.

ARTICLE 12
HOLIDAYS

Section 12.1 Crossing Guards

Crossing Guards shall receive four (4) hours straight-time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King, Jr.'s Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Casimir Pulaski Day
6. Memorial Day
7. Fourth of July (for those Crossing Guards who work during the month of July)

8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Christmas Day

Provided the employee works the full scheduled work day immediately preceding and the full scheduled work day immediately following all holidays unless excused by the Employer, except Christmas Day and New Year's Day. A suspension without pay shall not begin or end on a scheduled work day immediately preceding or following a holiday.

In order to receive the Christmas Day holiday, the employee must work the full scheduled work day immediately preceding the holiday unless excused by the Employer. In order to receive the New Year's Day Holiday, the employee must work the full scheduled work day immediately following New Year's Day unless excused by the Employer.

All Crossing Guard employees shall receive the following paid Personal Days:

Day after Thanksgiving Day
Labor Day
One Personal Day

The Personal Days shall be paid at four (4) hours pay per day times the employee's regular rate of pay.

Section 12.2 Full-Time Salaried Employees

Full-time salaried employees shall receive the following days off without any change in their regular salary:

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

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

In addition to the foregoing twelve (12) paid holidays, employees hall receive one (1) personal day, which may be scheduled in accordance with the procedures for vacation selection set forth in Section 13.3 below. An employee shall not be required to schedule said personal day in the vacation selection period. If an employee elects not to schedule said personal day as provided above, the employee may request his/her Department to use said personal day. If an employee is required to work on a scheduled personal day by the Employer, the employee shall be entitled to holiday pay pursuant to Section 12.3.

Section 12.3 Holiday Observance

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

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

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.

Employees whose regular day off coincides with an established holiday will be credited with compensatory time equal to a normal work day.

Employees whose regular day off coincides with an established holiday and who are required to work a regular tour of duty on that holiday, shall be paid at two and one half (2 ½) times the current hourly rate of pay which shall include holiday pay or at the employee's option shall be credited with two and one half (2 ½) times all hours worked in compensatory time. An employee may accumulate up to forty (40) hours of compensatory time.

This section does not apply to Crossing Guards who shall continue to be paid and not receive compensatory time.

Section 12.4 Failure to Report to Work on a Scheduled Holiday

If an employee is scheduled to work on a Holiday and fails to report for work, the employee shall forfeit his/her right to pay for that paid scheduled holiday, unless prior approval for the absence is granted by the Employer at least twenty-four (24) hours in advance of the employee's scheduled reporting time. Otherwise, an employee may utilize any available time, in accordance with the applicable Employer policy.

ARTICLE 13
VACATIONS

Section 13.1 Non-Crossing Guard Employees

Non-Crossing Guard employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1:

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

a. Pro Rata Vacations

An employee shall be eligible for pro rata vacation if:

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

(ii) The employee was separated from employment, other than for just cause, during a calendar year in which the employee did not have 12 months of continuous service.

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

Part time employees who work at least 80 hours per month earn vacation on a pro-rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

b. Retention of Eligibility

All earned vacation leave not taken in the vacation year it is due shall be forfeited unless the employee was denied vacation by the Employer, or the employee was unable to take vacation because the employee was on an approved leave of absence, including a Duty Disability leave of absence. Employees on Duty Disability shall retain any vacation leave earned prior to being placed on Duty Disability leave, together with all vacation time earned during the period of Duty Disability for the twelve (12) months following the date on which the person became disabled, and shall be entitled to use such vacation time within twelve (12) months following their return to work.

c. 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 or engaged in conduct in violation of Article 4 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

d. The rate of vacation pay shall be computed by multiplying the employee's straight hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times eight (8) hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time schedule vacation is taken.

Section 13.2 Crossing Guards Vacation Time

a. Crossing Guards shall continue to receive payment for accrued vacation time in accordance with the following formula:

After one (1) year of credited service	-	36 hours pay
After two (2) years of credited service	-	60 hours pay
After nine (9) years of credited service	-	72 hours pay
After fourteen (14) years of credited service	-	92 hours pay

After twenty-four (24) years of credited service	-	96 hours pay
After twenty-five (25) years of credited service	-	100 hours pay

b. Present rules governing the administration of vacation shall remain in effect, including:

(I) Employees shall receive half their vacation pay no later than May 25 and the other half of their vacation pay no later than December 10.

(ii) Vacation pay shall be computed by multiplying the employee's regular hourly rate of pay by the number of hours of vacation to which the employee is entitled.

Crossing Guards may use (20) hours (5 four hour days) of their above vacation one (1) or more days at a time as days off. Such day(s) off shall be approved by the employee's Supervisor and such approval shall not be unreasonably withheld.

The Employer may temporarily detail Crossing Guards within the Area as needed to cover such absenteeism; provided however, if the Employer details a Crossing Guard outside the District within the Area, said detail shall be by reverse seniority; shall be for not longer than 3 days; and the Crossing Guard's regular 4-hour minimum shall be increased to 6 hours for said 3 days.

Section 13.3 Vacation Selection

Vacation shall be selected by seniority, time in title, provided that the Employer shall have the right to determine the number of employees who can be on vacation at any one time which will not hinder the operation of the Employer. Vacations may, at the Employer's request, subject to the operational and scheduling requirements of the Department, be split into two relatively equal segments. Such requests shall not be unreasonably denied.

Shift/watch selection will occur prior to vacation selections within each shift/watch.

ARTICLE 14
GROUP HEALTH AND CONTRIBUTIONS

Section 14.1 Group Health and Contributions

The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, as set forth in Appendix C to this Agreement, and subject to Section 14.2 below.

Section 14.2 Joint Labor Management Cooperation Committee on Health Care

a. The Employer and the Unions (the "Parties") agree to participate in the Joint Labor Management Cooperation Committee ("LMCC") negotiated between the Employer and the Coalition of Unionized Public Employees ("COUPE") and created pursuant to applicable state and federal law. The purpose of the LMCC is to research and make recommendations and decisions within its authority related to the achievement of significant and measurable savings in the cost of employee health care during the term of this Agreement. The Parties shall memorialize their intent to participate in this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of the collective bargaining agreement between the Unions and the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix D.

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

1. Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, with half of the Trustees to be appointed by the Employer, and half to be appointed by unions, including the Unions, who represent employees of the Employer, and who have also agreed to participate in the LMCC ("Participating Labor Unions").

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

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

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

Section 14.3 Self Insurance Plans

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

Section 14.4 Disputes

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

Section 14.5 HMO

Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees, subject to Section 14.2 above. The Employer may offer coverage

under more than one HMO. The employee's option of selection an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

Section 14.6 Dual Coverage

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

Section 14.7 Non-Crossing Guard Benefits

The current practice permitting non-Crossing Guards 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.

Section 14.8 Crossing Guard Benefits

The current practices relating to the payment of hospitalization premiums on a year-round basis for Crossing Guards and their dependents, and, similarly, the current practice relating to the payment of hospitalization premiums by the Employer for ten (10) pay periods or five (5) full months of medical leave for each year for Crossing Guards and their dependents when a Crossing Guard is on medical or maternity leave of absence or when a Crossing Guard is off the payroll for ten (10) pay periods per year because of illness, shall continue for the duration of this Agreement. Notwithstanding the foregoing, and notwithstanding any other agreements, understandings or practices between the parties, individuals hired by the Employer as Crossing Guards at any time on or after January 1, 2006 shall not be eligible for any Group Health, Vision Care, or Dental benefits; such employees will, however, be afforded Life and Accident benefits in accordance with current City practices and policies applicable to Crossing Guards.

Section 14.9 Crossing Guards - Board of Education Interruption of Service

In the event of an interruption in services provided by the Chicago Board of Education, to the extent to which the Employer determines there is other available work to be performed, such as parking enforcement or traffic control duties, the Employer shall permit Crossing Guards to perform such other work, provided the Crossing Guards are able to perform the job duties of said other available work to the Employer's satisfaction. During the time they are working, Crossing Guards shall continue to receive their regular benefits and be paid their regular rate of pay. For Crossing Guards for whom the Employer determines there is no other available work, health insurance coverage shall remain in full force and effect for up to ninety (90) days from the date of said interruption of service. At the conclusion of said interruption of service, the Crossing Guards shall return to their former positions, provided they still are in existence, or any other bargaining unit work that can be performed by the Crossing Guards provided there are positions available that the Employer seeks to fill, they have the present ability to do the work, and subject to the conditions of this Article.

ARTICLE 15
PAID LEAVES

Section 15.1 - Bereavement Pay

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three (3) consecutive days including the day of the funeral. Where death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the employee shall be entitled to a maximum of five consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as he/she is required to be away from work during his/her regularly scheduled hours of work. Salaried employees shall receive the leave of absence without additional compensation.

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

Section 15.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that employees, as a condition precedent to payment, deposit her/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, as a condition precedent to payment, deposit his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Section 15.3 Jury Duty Leave/Subpoena

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

Section 15.4 Sick Leave

Each salaried paid employee shall receive sick leave with pay for periods not exceeding twelve (12) working days in the aggregate during each calendar. Each such employee appointed after January 1 of the calendar year shall be allowed sick leave at the rate of one day for each month of employment through December 31 of that year.

Sick leave credit earned subsequent to January 1, 1959, shall accrue to a maximum of 200 work days at the rate of twelve (12) days per year less days of sick leave used. Sick leave not taken at the time of termination shall cease and end all rights for compensation. Sick leave accrued while working for another public agency shall not be transferable.

Notwithstanding the foregoing, effective January 1, 1998 and thereafter, said employees who receive paid sick time 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 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.

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 a 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 even that the time worked by the employee during the evaluation period does not provide an adequate basis for evaluation.

Section 15.5 Injury on Duty

Any Crossing Guard absent from work due to injury on duty (IOD) shall receive full pay and benefits for the period of absence up to twelve (12) months, provided such injury or illness is certified by the Employer's physician. Such certification shall not be unreasonably withheld.

Section 15.6 Marriage Leave

The present benefit of marriage leave in the Police Department shall continue for the duration of this Agreement for those employees covered by this Agreement who now enjoy such benefit.

Section 15.7 Family and Medical Leave

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

(1) for the birth of an employee's child and to care for such child;

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

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

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

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

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

Section 15.8 Duty Disability Leave

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

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

ARTICLE 16
UNION RIGHTS

Section 16.1 Union Rights

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

Section 16.2 Bulletin Boards

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

Section 16.3 Union Meetings

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

Section 16.4 Grievance Processing

Reasonable time while on duty shall be permitted Union representatives including stewards, if selected, for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay. Stewards shall not unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle or process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Section 16.5 Negotiating Team

Employees designated as being on the Union's negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled

negotiations, be excused from their regular duties without loss of pay, provided the number of negotiation team members is acceptable to the Employer.

Section 16.6 Labor- Management Committee

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, the head of the department or his/her designee shall meet quarterly with the union representatives. Less or more frequent meetings may occur by mutual agreement of the parties. Requests for more frequent meetings shall not be reasonably denied. Meetings shall be scheduled a time, place and date mutually agreed upon with due regard for the efficient operation of the Employer's business. The parties may discuss any subject of mutual concern, except for grievances and changes in this Agreement. Each party shall prepare and submit an agenda to the other one week prior to the scheduled meeting.

Section 16.7 Time Off for Union Activities

At the Union's request, Stewards and/or 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 upon reasonable advance notice, unless an employee's absence would interfere with the operating needs of the Employer, provided that, such requests shall not be unreasonable denied. The employee may, with the written consent of the Supervisor, adjust the employer's schedule to permit such attendance.

A reasonable number of elected delegates, up to five (5), will be permitted to attend a State or National Convention once, every three (3) years, without loss in pay for the time spent enroute to and from, and attending, the Convention, up to two (2) days for State Conventions and up to five (5) days for National Conventions.

Such time off shall not be detrimental in any way to the employee's record.

Section 16.8 Stewards Training/Pay for Meetings

Effective as of the final date of ratification of this Agreement, employees shall be allowed a reasonable amount of time off with pay at the employee's regular rate of pay for certified, scheduled stewards training. An employee, including an employee acting as a union representative, shall obtain the prior approval of his/her supervisor, or that supervisor's designee, before using any paid City time to attend stewards training or 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, taking into consideration that the Employer's operational needs take precedence.

Section 16.9 Safety Committee

In recognition of the safety-sensitive nature of many of the positions within the bargaining unit, the Union and the Employer agree to form a joint Safety Committee to meet quarterly, or at such other intervals as the parties may agree, for the purpose of discussing matters related to employees' workplace safety. At such meetings, the parties may explore the feasibility of purchasing new equipment, or implementing new assignment and other work practices, that would further the parties' joint objective of enhancing employee safety and promoting the safe, effective and efficient operations of the Employer. The Union and the Employer will attempt to agree on an agenda at least one week prior to any scheduled meeting. The Union and the Employer will each designate a reasonable number of appropriate representatives to attend each meeting, based on the agenda items to be discussed, and subject to the terms of Section 16.7 of this Agreement.

ARTICLE 17
LEAVES WITHOUT PAY

Section 17.1 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 leaves of absence without pay for a period of up to one (1) year for the purpose of providing necessary care, full-time supervision, custody or non-professional treatment for a member of the employee's immediate family or household under circumstances temporarily inconsistent with the employee's uninterrupted performance of his/her normal job duties, if satisfactory proof of the need for the duration of such leave is provided to the Employer. Such leaves shall be granted under the same terms and conditions as set forth above.

Section 17.2 Medical Leave

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

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

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

Section 17.3 Union Leave

Up to three (3) 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.

ARTICLE 18
CONTINUOUS SERVICE

Section 18.1 Continuous Service

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

(a) An approved, unpaid leave of absence of thirty (30) days or less or layoff of forty (40) days or less;

(b) An absence where the employee is adjudged eligible for duty disability compensation;

(c) An approved Family and Medical Leave of absence;

(d) An approved medical leave of absence of one year or less; or

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

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

* Police Communication Operator II's who have identical seniority dates (time-in-title) and were hired prior to 1-1-96 shall have ties broken by the use of birth dates. PCO II's hired after the aforementioned date shall have ties broken by lottery.

Section 18.2 Interruption in Service

Employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, unpaid leaves of absence for more than thirty (30) days, layoff for more than forty (40) days, or for any other unpaid leave or other interruption in service not specifically referenced in Section 18.1 above. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher.

Section 18.3 Reciprocity

Employees hired prior to the effective date of this Agreement who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary scheduled. However, employees hired after the effective date of this Agreement who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 18.4 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. absent for five (5) consecutive work days without notifying the employee's authorized Employer representative, unless circumstances preclude the employee, or someone in the employee's behalf, from giving such notice;

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

f. is on layoff for more than twelve (12) consecutive months where the employee has less than five (5) years of service at the time the layoff began;

g. is on layoff for more than two (2) years if the employee has five (5) years of service or more at the time the layoff began.

Section 18.5 Probationary Employment

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, or the first sixty (60) days of any time spent in required training courses, shall extend the probationary period of time equal to the absence or the first sixty (60) days of the training period. Probationary employees continuing in the service of the Employer after six (6) 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 18.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees. Employees hired as Aviation Security Officers and who leave this position within two years of attaining Career Service shall reimburse the City for the cost of their initial training at the academy.

Section 18.6 Seniority

For all purposes under this Agreement, the word "Seniority" shall mean the employee's continuous service in his or her job classification (time-in-title). In the event two (2) or more employees have the same time-in-title, a lottery shall be conducted to break seniority ties.

ARTICLE 19
INDEMNIFICATION

Section 19.1 Safety

The Employer shall continue its efforts to provide for a safe working environment for its employees, as is legally required by federal and state laws.

Section 19.2 Employer Responsibility

The Employer shall be responsible for and hold employees harmless for and pay for monies or damages which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement, subject to the conditions set forth in Sections 19.5 and 19.6.

Section 19.3 Legal Representation

Employees shall have legal representation by the Employer in any civil cause of action brought against an employee so long as the employee is acting within the scope of his employment.

Section 19.4 Cooperation

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 19.5 Applicability

The Employer will provide the protections set forth in Section 19.2 and 19.3 above provided that the employee is acting within the scope of his/her employment and where the employee cooperates, as defined in 19.4, with the City of Chicago in defense of the action or actions or claims.

Section 19.6 Punitive Damages

Any obligation of the Employer to indemnify employees for punitive damages assessed, adjudged or otherwise levied shall be based upon City ordinances and/or State statutes providing for such indemnification.

Section 19.7 Expedited Arbitration

Grievances alleging a violation of this Article may be initiated at Step Four (4) of the grievance procedure. In arbitrations thereunder, unless the parties agree otherwise, hearing shall commence within thirty (30) days of the selection of the arbitrator, and the arbitrator shall issue

his award in writing within fifteen (15) days following the close of the hearing; the full written decision of the arbitrator may be issued within thirty (30) days of the close of the hearing.

ARTICLE 20
LAYOFFS AND RE-EMPLOYMENT

Section 20.1 Notice of Layoffs

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

Section 20.2 Hiring During Layoffs

No new employees may be hired to perform duties normally performed by a laid off employee while employees are laid off.

Section 20.3 Layoffs and Recall

The least senior employees in the affected job classification in the department shall be laid of first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job in the department, and further provided, the layoff does not have a negative effect on the Employer's efforts to ensure equal employment opportunities. "Seniority" shall mean, for purposes of this Section the employee's service in the job title (time-in-title).

A laid off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the department, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off, subject to the same provisions.

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

Section 20.4 Health Care Contributions

A laid off employee will be allowed to continue his/her City health insurance coverage through the end of the month in which the employee was laid off, plus up to an additional four (4) consecutive months, provided the employee pays his/her regular contribution amount for such health coverage under this Agreement during this period, and provided further that the employee gives proper notice to the City, or the City's designee, of his/her election to continue health coverage under the terms of this paragraph. Said period of continuation of health coverage shall be included in the period of eligibility for continued health coverage under the Public Health Service Act, 42 USCS 88 300bb-1-8.

ARTICLE 21
MISCELLANEOUS

Section 21.1 Tuition Reimbursement

The current City of Chicago tuition reimbursement policy as reflected in **Appendix A** attached hereto shall be applicable and available to all employees covered by this Agreement.

Section 21.2 Waiver

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

Section 21.3 Modifications

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

Section 21.4 Separability

Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by decree of a court of competent jurisdiction, only that portion of the Agreement shall be come null and void, and the remainder shall remain in full

force and effect in accordance with its terms. The parties shall meet relating to the repeal of any such provision.

Section 21.5 Residency

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

Section 21.6 Day Care

To the extent permissible under the Internal Revenue Code and IRS rules and regulations, the Employer agrees to establish a program in accordance with the Internal Revenue Code and IRS rules and regulations, whereby an employee may elect to have a portion of his/her income withheld from his/her paycheck to be used for day care expenses, as soon as the Employer's payroll procedures and equipment permit it to do so.

ARTICLE 22
TECHNOLOGICAL CHANGE

Section 22.1 Technological Change

A technological change is a change in equipment or a change in process or method of operation which diminishes the total number of employee hours required to operate a department. An employee whose services shall no longer be required as a result of such change shall be considered to be displaced by a technological change. The term shall not include layoffs caused by economic conditions, variations in service requirements, or any temporary or seasonal interruption of work.

Section 22.2 Notice of Technological Change

In the event of technological change the Employer agrees to notify the Union, if possible, at least ninety (90) days in advance of its intentions, but in no case will the Employer provide less than thirty (30) days notice of the contemplated change; such notice to the Union will be in writing and will include, but not be limited to the following information:

1. A description of the nature of the change;

2. The date on which the Employer proposes to effect the change;

3. The approximate number, type and location of employees likely to be affected by the change; and

4. The effects the change may be expected to have on the employee's working conditions and terms employment.

Section 22.3 Implementation

The Employer, upon request of the Union, shall meet with the Union concerning the implementation of any technological changes. The meeting shall take place within five (5) days after the Employer receives the Union's request. The Employer and the Union shall in good faith attempt to mutually resolve any employee problems resulting from the implementation of said technological changes, with due regard for the needs of the Employer.

ARTICLE 23
DRUG AND ALCOHOL PROGRAM

Section 23.1 Policy Statement

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

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

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

Section 23.2 Definitions

(a) Alcohol: Ethyl alcohol

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

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

(d) Employer: All persons covered by this Agreement.

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

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

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

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

Section 23.3 Disciplinary Action

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

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

(I) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

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

Section 23.4 Drug and Alcohol Testing

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

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

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

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

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

(c) Drug and alcohol testing will be conducted by an independent laboratory accredited by the United States Department of Health and Human Services ("DHHS"), and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the Substance Abuse and Mental Health Services Administration (SAMSA) guidelines for federal workplace drug testing programs, dated June 9, 1994 and as may be amended hereafter by the relevant agency of the Department of Health and Human Services.

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

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

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

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner will inform the applicable

department head of any employee who tests positive for alcohol or drugs, who in turn will initiate disciplinary proceeding under Section 23.3 above.

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

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

Section 23.5 Employee Assistance Program

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

ARTICLE 24
TERM OF AGREEMENT/HEALTH PLAN REOPENER

Section 24.1 Term of Agreement

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

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, and shall remain in effect through 11:59 p.m. on December 31, 2010. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

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

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

Section 24.2 Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Sections 14.1 and 14.2 for the following reasons:

(a) Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;

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

1. The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

2. Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

3. Should the plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of the following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

   - Health Plan set forth in Sections 14.1 and 14.2;
   - Structure of the LMCC;
   - Composition of the LMCC;
   - Funding of the LMCC;

provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Sections 14.1 and 14.2 no later than June 30, 2011.

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

FOR THE CITY OF CHICAGO

Rahm Emanuel

Date: 10/11/12

FOR THE PUBLIC SAFETY EMPLOYEES BARGAINING UNIT

Date: 9/4/12

Date: 9/4/12

Wayne Kalwall

Date: 9/4/2012

APPENDIX A

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 revised policy is effective as of the final date of ratification 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 govern- mental agencies are NOT eligible for this program.

2. Applicants must be full-time (a minimum of 35 hours a week) or part-time (more than 17-1/2 but less than 35 hours 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

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 item.

B. Reimbursement is for tuition only: cost for books, lab fees, late penalties, supplies and other special fees and 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 of 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 ate classes begin.

H. In the 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 Personnel. 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).

2. Complete one (1) copy of the Release of Financial Aid 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 Human Resources, 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 of disapproval.

B. **Graduate and Vocational/Technical Students**

1. Complete steps A1-4 as above.

2. Prepare a letter of explanation to the Commissioner of Human Resources 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-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 Personnel. The rates are as follows:

A. **Undergraduate School**

1. Grade "A": Full time - 100%; Part time - 50%
2. Grade "B" and "C": Full time - 57%; Part time - 37½%

B. **Graduate and Professional School**

1. Grade "A": Full time - 100%; Part time - 50%
2. Grade "B" and "C": Full time - 75%; Part time - 37½%

(Grades of "C" are NOT reimbursable at this level of study.)

C. Grade of "Pass" in a course graded on a Pass/Fail basis:
Full time - 75%; Part time - 37½

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 this Tuition Reimbursement program without regard to race, color, religion, sex, age, national origin or handicap.

APPENDIX B

UNIT II CLASSIFICATIONS AND SALARY GRADES

Grade 10	Traffic Control Aide Parking Enforcement Aide
Grade 11	Animal Control Officer Field Supervisor I - Parking Enforcement
Grade 12	Animal Control Inspector Detention Aide Supervising Traffic Control Aide
Grade 13	Field Supervisor II - Parking Enforcement Police Communications Operator I Aviation Communications Operator **Aviation Security Officer**
Grade 14	Police Communications Operator II **Supervisor of Animal Control Officers**

Crossing Guard, HO1
Crossing Guard Hired on or after January 1, 2006, H01(a)

APPENDIX C
MEDICAL CARE BENEFITS

The following changes in the current City Health Care Plan (the "Plan") shall become effective on January 1, 2006, unless otherwise provided in this Appendix C. Unless changed by this proposal, all other aspects of the Plan shall remain in effect.

1. 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 two HMO plans ("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 immediately 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.

(vi) Expand the Employer's 125 Plan effective January 1, 2006, to provide for a "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.

(vii) 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.

(b) 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(s), 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 Exhibit 2 hereto.

4. Prescription Drug Coverage

(a) Retail Drug Plan:

For the PPO Plan, PPO/HRA 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 co-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.

(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 plans with changes to co-pays and deductibles according to the schedule attached as Exhibit 3 hereto.

(b) Vision Care Plan:

The current vision plan will be deleted. 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.

EXHIBIT 1

BENEFIT	PPO	PPO w/HRA	HMO
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)	Highlights of Health Insurance Plan, Continued		
BENEFIT	PPO	PPO w/HRA	HMO
In-Network Deductible	$300/person (eff. 1/1/06) $350/person (eff. 1/1/07) max of 3 per family	$1,000 person $2,000 family	N/A
Out-of-Network Deductible	$1500/person (eff. 1/1/06) $3000/family	$3500 per person max of 3 per family	Status Quo
In-Network OPX	$1500 per person $3000 per family (includes deductible	$3000 per person max of three per family (deductible not included)	N/A
Out-of-Network OPX	$3500 per person $7000 per family	$11,500 per person $34,000 per family	Status Quo
ER Co-Payment	$100, waived if admitted; not applied toward deductible or OPX (eff. 1/1/06)	$100, waived if admitted; not applied toward deductible or OPX (eff. 1/1/06)	$100, waived if admitted (eff. 1/1/06)

HEALTH INSURANCE (SECTION 25.2) BENEFIT	Highlights of Health Insurance Plan, Continued		
	PPO	PPO w/HRA	HMO
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

HEALTH INSURANCE (SECTION 25.2) BENEFIT	Highlights of Health Insurance Plan, Continued		
	PPO	PPO w/HRA	HMO
Physical, Speech & Occupational Therapy	90%/60% Restoration Only	90%/60% Restoration Only	60 Combined Visits per Calendar Year, Restoration only
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

HEALTH INSURANCE (SECTION 25.2) BENEFIT	Highlights of Health Insurance Plan, Continued		
	PPO	PPO w/HRA	HMO
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

HEALTH INSURANCE (SECTION 25.2) BENEFIT	Highlights of Health Insurance Plan, Continued		
	PPO	PPO w/HRA	HMO
Mental Illness Care	Inpatient: 90%/60% Outpatient: 80% of $100 Max Covered Expenses per Session; Only 7 Sessions Covered if Treatment Is Not Certified; Max Covered Expenses: $5000/year Mental Health & Substance Abuse Max Expenses: Individual: $37,500/year Individual: $250,000/lifetime Family: $500,000/lifetime		Co-Pays for Inpatient and Outpatient Services: $15.00 Co-Pay (eff. 1/1/06) $20.00 Co-Pay (eff. 1/1/07) Service Limitations: Inpatient: 30 Days/Year Outpatient: 30 Visits/Year
Substance Abuse	Inpatient: 90%/60% Outpatient: 80% of $100 Max Covered Expenses per Session; Only 7 Sessions Covered if Treatment Is Not Certified; Max Covered Expenses: $5000/year Mental Health & Substance Abuse Max Expenses: Individual: $37,500/year Individual: $250,000/lifetime Family: $500,000/lifetime		Co-Pays for Inpatient and Outpatient Services: $15.00 Co-Pay (eff. 1/1/06) $20.00 Co-Pay (eff. 1/1/07) Service Limitations: Inpatient: 30 Days/Year Outpatient: 30 Visits/Year
Hearing Exams and Aids	Hearing Screening: Covered in Wellness Benefit Hearing Aids: Not Covered	Hearing Screening: Covered in Wellness Benefit Hearing Aids: Not Covered	Screening: Covered in Full Hearing Aids: Not Covered

HEALTH INSURANCE (SECTION 25.2) BENEFIT	Highlights of Health Insurance Plan, Continued		
	PPO	PPO w/HRA	HMO
Lifetime Limits	Maximum Lifetime Limit is $1.5 Million		No Limit
Wellness Benefit	$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		Available According to HMO Guidelines

EXHIBIT 2

EMPLOYEE CONTRIBUTION SCHEDULE
(PER PAY PERIOD)
COMPOSITE 2.0% OF OVERALL SALARY

	LEVEL OF COVERAGE		
ANNUAL SALARY	SINGLE	EMPLOYEE+1	FAMILY
SALARY LEVEL	1.2921% OF PAYROLL/24	1.9854% OF PAYROLL/24	2.4765% OF PAYROLL/24

CONTRIBUTIONS AT SELECTED SALARY LEVELS
(PER PAY PERIOD)

	LEVEL OF COVERAGE		
ANNUAL SALARY	SINGLE	EMPLOYEE+1	FAMILY
Under $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

REFERENCE — CURRENT EMPLOYEE CONTRIBUTION SCHEDULE

07/01/2000	*LEVEL OF COVERAGE*		
ANNUAL SALARY	SINGLE	EMPLOYEE+1	FAMILY
UP TO $30,000	$12.50	$19.00	$22.00
$30,001 TO $89,999	1.0281% OF PAYROLL/24	1.579% OF PAYROLL/24	1.9705% OF PAYROLL/24
$90,000 AND OVER	$38.50	$59.30	$73.95

EXHIBIT 3

	DENTAL HMO PLAN (MUST USE PANEL DENTISTS)	DENTAL PPO PLAN IN NETWORK	DENTAL PPO PLAN OUT OF NETWORK
BENEFIT DESIGN			
Individual Deductible	$0	$100 Per Person, Per Year (eff. 1/1/06)	$200 Per Person, Per Year (eff. 1/1/06)
Annual Maximum Benefit	Unlimited	$1200 Per Person	
ORTHODONTIC PROCEDURES (BRACES)			
Braces - Under Age 25 Only	$2300 Co-Payment	Not Covered	
PREVENTATIVE SERVICES			
Oral Exams (Twice a Year) Cleanings (Twice a Year) X-Rays (Twice a Year) Space Maintainers (Children under 12)	100% Covered in Full $10 Co-Payment (eff. 1/1/06)	100% Covered in Full No Deductible $10 Co-Payment (eff. 1/1/06)	Plan Pays 80% of PPO Allowable Amount. Member Pays Balance of Billed Charges. No Deductible
BASIC PROCEDURES	Co-Payment (Member Pays)		
Amalgam (Fillings) - One Surface Permanent	$18.53 (1/1/06) $20.20 (1/1/07)	Plan Pays 60% of PPO Allowable Member Pays 40% of PPO Allowable After Deductible	Plan Pays 50% of PPO Allowable Amount. Member Pays Balance of Billed Charges After Deductible
Resin - One Surface Anterior Including Acid Etch	$21.80 (1/1/06) $23.76 (1/1/07)		
Pin Retention (per tooth in addition to restoration	$28.34 (1/1/06) $30.89 (1/1/07)	Plan Pays 60% of PPO Allowable. Member Pays 40% of PPO Allowable After Deductible.	Plan Pays 50% of PPO Allowable Amount. Member Pays Balance of Billed Charges After Deductible.
Routine Extraction Single Tooth	$21.80 (1/1/06) $23.76 (1/1/07)		
Surgical Removal of Erupted Tooth	$41.42 (1/1/06) $45.15 (1/1/07)		
Surgical Removal of Tooth - Soft Tissue Impaction	$53.41 (1/1/06) $58.22 (1/1/07)		
Surgical Removal of Tooth - Partial Bony Impaction	$76.30 (1/1/06) $83.17 (1/1/07)		
Surgical Removal of Tooth - Complete Bony Impaction	$76.30 (1/1/06) $83.17 (1/1/07)		
Alveoloplasty - Without Extractions - Per Quadrant	$88.29 (1/1/06) $96.24 (1/1/07)		

	Dental HMO Plan (Must Use Panel Dentists)	Dental PPO Plan In Network	Dental PPO Plan Out of Network
Scaling and Root Planning - Per Quadrant with Local Anesthesia	$41.42 (1/1/06) $45.15 (1/1/07)		
Gingivectomy or Gingivoplasty - Per Quadrant	$167.86 (1/1/06) $182.97 (1/1/07		
Gingival Flap Procedure Including Root Planing - Per Quadrant	$160.23 (1/1/06) $174.65 (1/1/07)		
Osseous Surgery, Flap Entry and Closure - Per Quadrant	$186.39 (1/1/06) $203.17(1/1/07)		
Pulp Capping - Direct or Indirect	$14.17 (1/1/06) $15.45 (1/1/07)		
Root Canal Therapy Anterior Bicuspid Molar	(1/1/06) (1/1/07) $136.25 $148.51 $147.15 $160.39 197.29 215.05	Plan Pays 60% of PPO Allowable. Member Pays 40% of PPO Allowable After Deductible.	Plan Pays 50% of PPO Allowable Amount. Member Pays Balance of Billed Charges After Deductible.
Apicoectomy (First Root)	$126.44 (1/1/06) $137.82 (1/1/07)		
Palliative Treatment	$15.26 (1/1/06) $16.63 (1/1/07)		
Limited Occlusion Adjustment	$23.98 (1/1/06) $26.14 (1/1/07)		
Major Restorative Procedures			
Inlay - Metallic (One Surface)	$252.88 (1/1/06) $275.64 (1/1/07)	Plan Pays 60% of PPO Allowable. Member Pays 40% of PPO Allowable After Deductible.	Plan Pays 50% of PPO Allowable Amount. Member Pays Balance of Billed Charges After Deductible.
Onlay - Metallic (Three Surfaces)	$342.26 (1/1/06) $373.06 (1/1/07		
Core Buildup Including Pins	$101.37 (1/1/06) $110.49 (1/1/07)		
Temporary Crown - With Fractured Tooth (no Charge In Conjunction with Permanent Tooth)	$68.67 (1/1/06) $74.85 (1/1/07)		
Crown - Porcelain/Ceramic Substrate	$353.16 (1/1/06) $384.94 (1/1/07		
Crown - Full Cast, Base Metal	$361.88 (1/1/06) $394.45 (1/1/07)		

	Dental HMO Plan (Must Use Panel Dentists)	Dental PPO Plan	
		In Network	Out of Network
Denture - Complete Upper or Lower	$444.72 (1/1/06) $484.74 (1/1/07)		
Lower Denture Reline - Chair-side	$135.16 (1/1/06) $147.32 (1/1/07)		

APPENDIX D

CHICAGO LABOR-MANAGEMENT TRUST

AGREEMENT AND DECLARATION OF TRUST

AGREEMENT AND DECLARATION OF TRUST

THIS AGREEMENT AND DECLARATION OF TRUST is made this _____ day of _____, 2008 at Chicago, Cook County, Illinois between the City of Chicago (sometimes referred to as either the "City" or "Employer") and Participating Labor Unions (sometimes referred to as "Unions" or "COUPE"), and the undersigned Trustees (as defined below).

WHEREAS, the City of Chicago must confront many unique challenges because, among other reasons, of the diverse, complicated and sometimes hazardous nature of the public work, the training required, the pressure of competition from non-governmental employers who may not have similar budgeting constraints and the impact of City employment for the health, safety and well-being of its Employees and the public at large; and

WHEREAS, the Unions and the City agree that skyrocketing health insurance costs are foremost among these challenges and require the aggressive pursuit of measures designed to control employee health insurance costs while maintaining high quality and multiple-optioned employee health insurance coverage; and

WHEREAS, addressing the health care challenge is of mutual concern to the Unions and the City but is not always susceptible to effective resolution through the collective bargaining process; and

WHEREAS, the Unions and the City recognize the desirability and necessity of working together to increase overall health insurance plan savings through the investigation and implementation of a value-based health insurance model; and

WHEREAS, the Unions and the City acknowledge that labor management cooperation committees have been used to significant success in the private sector and especially in the context of health insurance; and

WHEREAS, the Unions and the City desire and agree to establish a joint labor-management cooperation trust for such purposes (the Trust, as subsequently defined); and

WHEREAS, the Unions and the City desire that such Trust be designated as an organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code") and as other than a private foundation under Section 509 of the Code to the extent so qualified.

NOW, THEREFORE, in consideration of the foregoing representations as well as the mutual promises and obligations herein, it is mutually understood and agreed as follows.

ARTICLE I – DEFINITIONS

The following terms shall have the meaning set forth below unless the context requires otherwise:

CITY shall mean the City of Chicago.

COALITION OF UNIONIZED PUBLIC EMPLOYEES or COUPE shall mean the Participating Labor Unions or Unions as defined below.

EMPLOYEE shall mean an employee of the City of Chicago who is also a member of a Participating Labor Union.

EMPLOYER shall mean the City or City of Chicago.

EMPLOYER CONTRIBUTIONS shall mean the payment or payments made or required to be made to the Trust and made part of the Trust Fund by the City of Chicago pursuant to the terms of the collective bargaining agreement by and between a Participating Labor Union and the City of Chicago.

PARTICIPATING LABOR UNION(S) shall mean those Unions which are parties to a collective bargaining agreement with the City of Chicago requiring contributions to the Trust and which are signatories to this Trust Agreement and listed on Exhibit A of this Trust Agreement, as may be amended from time to time.

TRUST shall be the Chicago Labor-Management Trust created by this Agreement and Declaration of Trust.

TRUST AGREEMENT shall mean this Agreement and Declaration of Trust made this _____ day of _____, 2008, and including any amendments hereto and all modifications hereof.

TRUSTEES shall mean the undersigned original Trustees of this Trust Agreement and Declaration of Trust and their respective successors named and appointed as hereinafter provided.

TRUST FUND or FUND shall mean the Trust estate and its assets which will include all City of Chicago contributions, cash, investments, income therefrom, and any and all other property whatsoever received, held and administered by the Trustees for the uses, purposes and trusts set forth herein.

UNION(S) shall mean a Participating Labor Union or Unions which are or may become signatories to this Trust Agreement.

ARTICLE II – CREATION OF TRUST FUND

1. There is hereby established by the City and Unions a Trust and Trust Fund known as the Chicago Labor-Management Trust. Contributions to the Trust shall be received, held and administered in accordance with the terms and provisions hereof for the purposes and objectives set forth in Article III hereof and for all purposes incidental, complementary and supplemental thereto as determined by the Trustees provided all such purposes are consistent with Section 501(c)(3) of the Code.

2. Contributions to the Trust shall be paid to the Trustees or such depository as the Trustees shall designate only by check or other written order made payable to the Chicago Labor-Management Trust. In the event the Trust is expanded to include additional employees, the Trust shall make a recommendation with respect to the amount of contributions to be made by the City. In addition, the Trust shall also aggressively pursue funding in the form of grants and loans from a variety of sources including, but not limited to, Labor Organizations, The Department of Commerce and Economic Opportunity (DCEO), and The Federal Mediation and Conciliation Service.

3. The fiscal year of the Trust shall be from July first through June thirtieth.

4. The parties recognize and acknowledge that the regular and prompt payment by the City to the Trust is necessary to the administration of the Trust Fund.

5. The City of Chicago shall make prompt contributions to the Trust in such amount, and under such terms as provided for above and as may later be agreed in writing by the City and the Participating Labor Unions, provided that such contributions shall be subject to acceptance by the Trustees and shall be deposited by the Trustees in a bank designated by the Trustees. The City of Chicago agrees that the obligation to make payments to the Trust shall not be subject to set-off or counter claims which the City may have for any liability of any Participating Labor Union or other labor organization.

6. The Trustees shall establish a periodic date on which such contributions and any required documentation regarding the contributions must be made to the Trust. A delinquency shall be defined as the failure of a contribution and any required documentation to be received at the proper address by the Due Date, not including Saturdays, Sundays or recognized holidays. The Trustees shall immediately notify the City of its delinquency or discrepancy in a report or contribution

7. The Trustees may in their complete discretion without resort to any procedures or hearings bring suit to collect delinquent contributions owing to said Trust.

ARTICLE III – PURPOSES OF TRUST

1. General. This Trust is organized and hereafter will be operated exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Code, including activities for the benefit of, to perform the functions of, to carry out the purposes of, and to lessen the burdens of the City of Chicago in facilitating its relationship with Employees and Participating Labor Unions in performance of a public purpose. In furtherance thereof, the Trust shall focus on reviewing, researching and making recommendations to the City regarding the quality of, cost effectiveness of, cost containment of, and savings obtained by the City health care plan provided to the Employees of Participating Labor Unions, including the reduction and attempted elimination of medical resource inefficiencies through analysis of various subjects such as:

   a. the medical plan, including premium contributions, the number and type of plans offered, and the structure of those plans;

   b. negotiations with health plan vendors selected by the City for the purposes of improving cost efficiencies and quality;

   c. quality initiatives and the collection of City medical plan related information and data;

   d. enhancing Wellness and Disease Management Programs;

   e. assessing categories of care for focus;

   f. developing protocols and standards for the City medical plan and taking all necessary steps to assure compliance with those protocols;

   g. creating Health Improvement Plan programs;

   h. disseminating quality and safety information to Employees and their beneficiaries;

   i. developing and providing incentives for accountability and the provision of high quality, efficient health care services and to reduce or eliminate variations in health care services provided that are not justified by specific diagnosis or the acuity of health care;

   j. developing communications programs, training and materials to educate employees regarding available plans and benefits;

   k. undertaking market analyses of health care issues;

   l. developing education programs for medical providers, participants and beneficiaries; and

m. identifying additional initiatives, goals and objectives consistent with enhancing the quality and cost effectiveness of the health care coverage provided to Employees of Participating Labor Unions.

2. Enhancement of City/Employee Relationship. In addition and consistent with Section 501(c)(3) of the Code, the Trust shall also focus on reviewing, researching and making recommendations to the City regarding the enhancement of City/Employee relationships through analysis of various topics including the following:

a. improving communication between representatives of labor and management with respect to subjects of mutual interest and concern;

b. providing labor and management with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;

c. assisting labor and management in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;

d. studying and exploring ways of eliminating potential problems which reduce competitiveness and inhibit economic development in the City of Chicago;

e. enhancing the involvement of employees in making decisions that affect their working lives;

f. expanding and improving labor-management relationships;

g. reviewing, researching and making recommendations to the City and Participating Labor Unions regarding the Joint Apprenticeship and Training Program Initiative, including the identification and creation of opportunities to increase the use of apprentices in area construction projects; and

h. reviewing, researching and making recommendations to the City and Participating Labor Unions regarding the maintenance and improvement of the financial health of employee pension funds.

3. The parties agree that both the City and the Participating Labor Unions will cooperate and collaborate with the Trust to the extent permitted by law in order to provide the Trust with information necessary to accomplish its goals.

4. As an organization exempt from taxation under Section 501(c)(3) of the Code, no part of the net earnings of the Trust shall inure to the benefit of, or be distributable to, its members, Trustees, Officers or other private persons, except that the Trust shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Article III. No substantial part of the activities of the Trust shall

be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Trust shall not participate in, or intervene (including the publishing or distribution of statements) in any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this Trust Agreement, the Trust shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under Section 501(c)(3) of the Code, or (b) by any organization contributions to which are deductible under Section 170(c)(2) of the Code.

ARTICLE IV – TRUSTEES

1. There shall be up to thirty (30) Trustees, with half of the Trustees appointed by the City of Chicago and half of the Trustees appointed by the Co-Chairs of the COUPE. Except for the Co-Chairs and the Co-Vice-Chairs who hold office by virtue of their position, and the Executive Director(s) who hold office at the pleasure of the Co-Chairs, each Trustee shall hold office for a three (3) year term or until his death, resignation or removal by the party which appointed the Trustee. Upon their appointment, Trustees shall execute the acknowledgement form listed on Exhibit B, agreeing to be bound by the terms of this Trust Agreement.

2. The person who serves as the Mayor of the City of Chicago shall appoint a Co-Chair and Co-Vice Chair of the Trust and the Co-Chairs of the COUPE shall appoint a Co-Chair and Co-Vice Chair of the Trust. The Trustees shall elect a Secretary/Treasurer and such other officers as they deem necessary or expedient from among their number.

3. The Co-Chairs of the Trust may each appoint an Executive Director or may agree upon a single Executive Director. The Executive Director(s) selected shall possess demonstrable knowledge and experience regarding health care and health care administration issues. The Executive Director(s) shall be jointly responsible for coordinating and overseeing all efforts undertaken by the Trust. The respective Executive Director(s) shall be responsible for providing regular reports to the City and the Participating Labor Unions on the status and progress of Trust efforts. An Executive Director may be removed by the respective appointing authority or, in the case of a single Executive Director, in accordance with the voting requirements of Article V, Section 2 herein.

4. The resignation of any Trustee shall be in writing. It shall specify the date said resignation is to become effective and it shall be presented to the Co-Chairs who will then immediately notify the other Trustees of such resignation.

5. The Trustees shall meet at least quarterly. A majority of the Trustees, with at least a majority of those appointed by the City and a majority of those appointed by the Participating Labor Unions, shall constitute a quorum at meetings held by the Trustees to transact the business of the Trust.

6. Each Trustee shall have one (1) vote on all matters. Any action by the Trustees pursuant to this Trust Agreement, except as otherwise noted herein, shall be by a

majority vote of those Trustees present and voting at any duly called meeting of the Trustees at which a quorum is present. Trustees may participate in meetings and vote on all matters by telephone. Trustees may not delegate fiduciary duties or vote by proxy. These limitations shall not apply to subcommittee appointments.

7. The Trustees are empowered to adopt by-laws and promulgate such rules and regulations as they, in their discretion, may deem necessary or advisable, which by-laws, rules and regulations may not be in any manner inconsistent with this Trust Agreement, or any collective bargaining agreements between the City and Participating Labor Unions.

8. The Co-Chairs shall have the power and authority, upon mutual agreement, to create advisory subcommittees composed of equal numbers of City and Participating Labor Union representatives for research and investigatory purposes and to hire consultants for use in the pursuit of its efforts.

9. In furtherance of the Joint Apprenticeship and Training Program Initiative as set forth in the 2007-2017 Collective Bargaining Agreements between the City and the Participating Labor Unions, a Joint Apprenticeship and Training Program Initiative Committee is hereby created. The Committee shall be an advisory subcommittee of the Trust, and shall be responsible for researching and investigating joint apprenticeship and training initiatives to enhance opportunities for Chicago Public Schools and City Colleges of Chicago students in the City's building and trades workforce. The Co-Chairs of the Trust shall appoint up to seven (7) members to the Committee. One member shall be designated as Chair of the Committee, and one member shall be designated as an auditor of the Committee. The Committee shall meet at least quarterly.

10. Either Co-Chair or any eight (8) Trustees may call a meeting of the Trustees at any given time by giving at least five (5) business days prior written notice of the time and place of such meeting to Trustees. Meetings of the Trustees shall be held at the time and place designated in the written notice of the meeting. Actions of Trustees may be taken, without a meeting, upon the unanimous written consent of the Trustees.

11. The parties recognize the desirability of including additional bargaining units of City employees in the Trust, as well as the desirability of including additional local governmental agencies and their respective bargaining unit employees, in order to permit health insurance savings on a larger scale. To that end, the parties agree to combine efforts over the long term to encourage governmental agencies including, but in no way limited to, the Chicago Public Schools and the Chicago Park District and other Chicago local government agencies, as well as their respective bargaining units, to participate in the Trust. Should the parties obtain a commitment of participation from other City or local government agencies and their respective bargaining units, the parties shall meet and discuss appropriate guidelines and procedures for their inclusion into the Trust, including any amendments if deemed necessary.

ARTICLE V – AUTHORITY AND DUTY OF TRUSTEES

1. The Trustees shall have such powers as may be necessary to discharge their responsibilities in managing and controlling the general operation and administration of the Trust. The Trustees shall have authority to execute various acts in furtherance of the purposes of the Trust, including, but not limited to, the following:

   a. To make all contracts as they may deem expedient and necessary in the conduct of the business of the Trust and to carry out the purposes thereof;

   b. To provide for the payment of expenses incurred in connection with the business of the Trust;

   c. To determine the priorities and timetables for carrying out the purposes of the Trust;

   d. To develop and implement such programs, plans, services, goods and materials as the Trustees deem necessary for carrying out the purposes of the Trust;

   e. To demand, collect and receive City contributions and to apply for grants and solicit contributions for purposes of the Trust and to hold such monies as part of the Trust Fund, or disburse them for the purposes herein specified;

   f. To accept donations, grant monies and other contributions or gifts and hold or disburse them in support of Trust purposes and consistent with the terms of any grant, gift, donation or contribution;

   g. To designate who shall have the authority to sign all checks and execute all documents necessary to carry out the purposes of the Trust;

   h. To deposit any monies received by the Trust in such bank or banks as the Trustees may select to hold the Trust Fund assets. The Trustees may hold and invest and re-invest monies of the Trust Fund as said Trustees, or any investment advisor selected by the Trustees, directs, including but not limited to investments in obligations of the United States, any state or municipality thereof, stocks, bonds, mutual or common funds, secured real estate loans and other investments and may authorize a bank, trust company, insurance company or investment manager to hold monies on behalf of the Trust in any separate or commingled account or pools, invested in accordance with any directive or investment policy of the Trustees;

   i. To hold uninvested money, without liability for interest thereon, in such sums as the Trustees deem appropriate for meeting the operational needs of the Trust;

j. To pay out of the Trust Fund any taxes of any kind as may be lawfully assessed or imposed upon activities or property of the Trust; and

k. To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary and proper in connection with the Trust, although the power to do such acts is not specifically set forth herein.

2. The Trustees shall have authority to execute the following acts in furtherance of the purposes of the Trust upon a vote of two-thirds (2/3) of the Trustees with at least a majority of the Trustees appointed by the City voting for the measure and a majority of the Trustees appointed by the Co-Chairs of the COUPE voting for the measure:

a. To appoint and remove officers of the Trust (other than the Co-Chairs and Co-Vice Chairs) as deemed necessary or expedient in the conduct of the business of the Trust;

b. To remove the Executive Director of the Trust in circumstances where a single Executive Director has been jointly appointed by the Co-Chairs;

c. To employ, hire, pay and make contracts with employees, attorneys, accountants, or other professionals or agents deemed necessary by the Trustees to carry out the purposes of the Trust;

d. To delegate to employees, agents, professionals or service providers such powers and duties as the Trustees deem necessary or appropriate;

e. To initiate legal proceedings and settle, arbitrate or release claims;

f. To adopt an annual budget; and

g. To enter into contracts or make commitments that are in excess of $10,000 and not included in the annual budget, as deemed necessary by the Trustees to carry out the purposes of the Trust.

3. The parties agree that the Trustees shall have the power to make recommendations to the City and the Participating Labor Unions regarding changes, improvements, or enhancements to the City medical plan, administration of the City health insurance plan, and negotiations with health insurance vendors upon a majority vote by the Trustees.

a. The Co-Chairs shall convey the Trustees' recommendations to the designated City representative in writing within fourteen (14) days of the adoption of the recommendation.

b. The designated City representative shall consider the written recommendation and make a determination regarding whether to implement that recommendation within thirty (30) days after receiving it.

The designated City representative shall notify the Trustees' of such determination in writing as soon as possible thereafter.

c. If the designated City representative elects not to adopt the Trustees' recommendation, he shall then meet with the Trust during its next regular meeting, or on another mutually acceptable date, to discuss the recommendation and the rationale for rejecting the recommendation.

d. If the designated City representative elects to implement the Trustee's recommendation, he shall so notify the designated representative of the Participating Labor Unions of the decision in writing within five (5) days of the decision.

e. The City and the Participating Labor Unions shall designate a representative for purposes of this section at least annually.

4. Notwithstanding any other provision to the contrary, the parties agree that the Trustees shall have the power to amend, change, improve, or enhance the City medical plan provided that:

a. such amendments, changes, improvements, or enhancements are approved by a two-thirds (2/3) vote of the Trustees with at least a majority of the Trustees appointed by the City voting for the measure and a majority of the Trustees appointed by the Co-Chairs of the COUPE voting for the measure; and

b. such amendments, changes, improvements, or enhancements 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.

c. As set forth in the Term of Agreement of the 2007-2017 Collective Bargaining Agreements between the City and the Unions, should the Plan changes approved by the Trustees fail to result in such cost containment or savings as stated in subsection (b) above, the Trustees shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (b) above.

5. The Trustees shall designate in writing the Trustees, agents or Trust employees authorized to sign checks or otherwise withdraw or transfer monies or assets from the Trust Fund. Each such check, withdrawal or transfer must be endorsed by two (2) Trustees, agents or Trust employees. Each Trustee, employee or agent of the Trust who is engaged in handling assets of the Trust Fund shall be required to give bond for the faithful performance of his or her duties hereunder in such amount as the Trustees shall determine to be appropriate and necessary, and the expense of such bond shall be born by the Trust.

6. No Trustee hereof shall be liable for any loss, liability, expense, charge or damages related to an act of omission or commission by any other Trustee or Trustees, whether predecessor, current or successor Trustees; or of any agent, employee, attorney, auditor, accountant, or administrator selected by the Trustees, nor shall any Trustee be individually or personally liable for any loss, liability, expense, charge or damages payable by the Trust, or for his own acts or failure to act, unless said acts or failure to act shall have been done in bad faith or through gross negligence or willful misconduct. In the event any Trustee hereunder shall become personally liable for any loss, liability, expense, charge or damages arising out of any civil action brought against him by virtue of any action of the Trust or Trustees hereunder, he shall be held harmless by, and reimbursed out of the Trust Fund for all costs, expenses and /or the amount of any judgment rendered against him, provided the Trustee has not acted or failed to act in bad faith or in a manner which is grossly negligent or involves willful misconduct.

   Trustees shall not be liable for acting upon any papers, documents, data or information reasonably believed by them to be genuine and accurate and made, executed and delivered by proper parties; nor shall they be liable for any action concerning which they relied upon the opinion of legal, accounting, or other professional counsel.

7. Trustees shall select and maintain a principal office for the purpose of administering the Trust, keeping records, and receiving all correspondence and communications and notices of the Trustees and the Trust.

8. The Trustees shall designate the Secretary/Treasurer to keep accurate and true books of accounts and records of all their transactions, which shall be audited annually by a certified public accountant, the costs of which will be borne by the Trust. A duly signed and certified copy thereof shall be available for the inspection of representatives of the City of Chicago and Participating Labor Unions.

ARTICLE VI – DURATION

The City and the Unions hereby affirm and commit to the utilization of the Trust for the purpose of achieving specific and quantifiable health insurance savings over the course of the term of this Agreement. As of the effective date of this Trust Agreement, it is the intent of the City and the Unions to rely upon the Trust to make recommendations related to the achievement of cost savings for a term of ten years, subject to qualifications described herein. This Agreement is subject to the provisions set forth in the Term of Agreement of the 2007-2017 Collective Bargaining Agreements between the City and the Unions.

ARTICLE VII – AMENDMENTS

This Trust may be amended in writing at anytime by affirmative vote of two-thirds (2/3) of the Trustees with at least a majority of the Trustees appointed by the City voting for the measure and a majority of the Trustees appointed by the Co-Chairs of the COUPE voting for the measure.

ARTICLE VIII – MISCELLANEOUS PROVISIONS

1. The Trust may be terminated at any time by a two-thirds vote of the Trustees in accordance with the voting requirements of Article IV; provided that such action shall be confirmed by a duly executed written instrument; and provided further than no termination by the Trustees shall be effective until written notice is delivered to the City of Chicago, each Participating Labor Union and each Trustee.

2. The Trust Agreement and Trust shall automatically be deemed terminated if the Trust Fund has no cash, assets, investments, income or other assets or property.

3. In the event of termination of the Trust, the Trustees shall first apply any assets of the Trust Fund to pay or provide for the payment of any and all proper obligations of the Trust, and then shall convey any remaining assets of the Trust Fund to the City to be used for a charitable purpose within the meaning of Section 501(c)(3) of the Code. The Trustees are empowered to take any and all actions necessary or appropriate to effectuate the termination and final distribution of the Trust Fund and conclude the Trust's affairs. The Trustees shall continue to serve as such until the Trust's affairs are concluded.

4. Any and all questions pertaining to this agreement and its amendments shall be determined in accordance with the applicable laws of the State of Illinois and the laws of the United States. Notwithstanding the foregoing, the provisions of the Illinois Trusts and Trustees Act shall apply to this Trust only to the extent they are not inconsistent herewith.

   If, for any reason whatsoever, any provision of this Agreement shall be, or is hereafter determined to be, in any way illegal, it shall not nullify the remaining provisions and terms of this Trust Agreement and the Trust shall be amended to adopt new provisions to remove any illegal provisions.

5. All decisions of the Trustees made within the scope of their authority shall be final and binding upon all persons.

6. Robert Rules of Order (revised) shall apply.

7. Whenever any words are used in this Trust Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations applicable, and whenever used in the singular form they shall be so construed as though they were also in the plural form in all situations where applicable, and vice versa.

IN WITNESS WHEREOF, the undersigned City of Chicago and the Participating Labor Unions, as amended from time to time, have created this Trust and agree to be bound by the terms of this Trust as of the effective date of each collective bargaining agreement between the City of Chicago and a Participating Labor Union.

CITY OF CHICAGO

By: _____ April 15, 2008
Date

EXHIBIT A

PARTICIPATING LABOR UNION

EXHIBIT B

TRUSTEE ACKNOWLEDGEMENT

I, _____, hereby agree to serve as Trustee of the Chicago Labor-Management Trust for a term of three years, commencing _____, or until my death, resignation or removal. I have read the Agreement and Declaration of Trust, as it may be amended, and agree to be bound by its terms.

APPENDIX E

UNION_____LOCAL #_____Department _____

CITY OF CHICAGO

EMPLOYEE PAYROLL INQUIRY FORM

Date _____

Union Representative Name: _____**PHONE:** _____

I am here by requesting an inquiry for _____**payroll.**
(PAY DATE RANGE)

Employee Number:

Employee Social Security Number (last four digits): ____ ____ ____ ____ Job Title:_____

Employee Name _____PHONE:_____
(Please Print Clearly)

Previously discussed with:_____Title_____ PHONE:_____Date___/___/___

Grievance Filed: Y N Grievance Number: _____ Grievance Date: _____/ _____/_____

Describe the issue in detail:

_____

_____

_____

_____

_____

_____

Circle the appropriate category (ies):

O.T. **Retro** **Back-pay** **Rate Increase** **Other:** _____
_____
_____
_____

Please return this form to:

Faridah Khan
33 North LaSalle Street Suite 700
Chicago, Illinois 60602
FAX (312)744-8407

Department Labor Liasion_____
FAX #:_____

To be completed by the City Comptroller's Office:

Date Received _____Assigned to: _____

Date Resolved: _____Completed by: _____

DEPARTMENT OF LAW

CITY OF CHICAGO

SIDE LETTER #1

July 19, 2012

Matt Brandon, Director
SEIU Local 73
300 S. Ashland, Suite 400
Chicago, Illinois 60607

Jerry Rankins, Business Representative
IBEW Local 21
1307 Butterfield Road, Suite 422
Downers Grove, IL 60515-5606

Re: Unit II and City of Chicago
2010-2012 Contract Negotiations
Side Letters

Dear Matt and Jerry:

This is to confirm that the parties have agreed to attach to the Agreement this Side Letter 1, as well as attached Side Letters #2 through 33, and that all said side letters of agreement shall be in full force and effect for the duration of the Agreement. The parties further hereby understand and agree that any and all other side letters of agreement previously entered into pertaining to employees covered under the Agreement are no longer in effect.

Sincerely,

Joseph P. Martinico
Chief Labor Negotiator
(312) 744-5395

AGREED:

UNIT II

By: _____
Matt Brandon, SEIU Local 73

By: _____
Jerry Rankins, IBEW Local 21

City of Chicago
Eugene Sawyer, Acting Mayor

Department of Personnel
Jesse E. Hoskins
Commissioner
Sam Ackerman
First Deputy Commissioner

City Hall, Room 1100
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4000

SIDE LETTER # 2

June 6, 1988

Mr. Marvin Gittler
Asher, Pavalon, Gittler and
Greenfield Ltd.
2 North LaSalle - Room 1200
Chicago, Illinois 60602

Dear Mr. Gittler:

This will confirm the understanding of the parties that the agreed to deletion of Article 13.4 "Bridging Seniority" from the Public Safety Employees (Unit II) Collective Bargaining Unit Agreement will have the following impact: Employees hired prior to January 1, 1985 shall retain their bridged time-in-title seniority for vacation selection purposes only.

For employees hired into the bargaining unit after January 1, 1985, seniority for vacation selection purposes will be time-in-title.

Sincerely,

Joan Cole
Director of Labor Relations
6-5-88

Cheryl Bryson
Deputy Corporation Counsel
6/9/88

Agreed

Marvin Gittler

6/9/88

CHB
145

City of Chicago
Eugene Sawyer, Acting Mayor

Department of Law
Judson H. Miner
Corporation Counsel

City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-6900

SIDE LETTER #3

July 7, 1988

Marvin Gittler
Asher, Pavalon, Gittler
& Greenfield, Ltd.
Two North LaSalle Street
Suite 1200
Chicago, Illinois 60602

Re: Section 14.7 of Unit II Agreement
"Crossing Guard Benefits"

Dear Mr. Gittler:

This letter is to confirm the understanding of the parties that the current practice with regard to the payment of hospitalization premiums for Crossing Guards under Section 14.7 of the labor agreement will remain the same under the newly negotiated labor agreement. That practice is reflected in the City of Chicago Medical Care Plan For Employees, Section 1.1.5(h) as follows:

> "coverage for a School Crossing Guard will be continued at no cost to the Employee during the summer vacation period and for ~~[illegible]~~ five (5) months of medical leave each year."

[10 paggeneed, a] for City

Sincerely,

Cheryl Blackwell Bryson
Deputy Corporation Counsel

Joan Cole
Director of Labor Relations

AGREED:

Marvin Gittler

City of Chicago
Richard M. Daley, Mayor

Department of Law

Mara S. Georges
Corporation Counsel

Labor Division
Suite 1040
0 North LaSalle Street
Chicago, Illinois 60602
312) 744-5100
312) 742-9029 (FAX)
312) 744-5131 (TTY)
http://www.cityofchicago.org

SIDE LETTER #4

July 2, 2009

Matthew Brandon, Director
SEIU Local 73
300 S. Ashland Ave., Ste. 400
Chicago, Illinois 60607

RE: SEIU Local 73 and City of Chicago
Department of Police - Summer Employment for Crossing Guards

Dear Matt:

This is to confirm the parties' agreement that the Chicago Department of Police ("Department") will continue to provide alternative summer employment opportunities for Crossing Guards, based on the Department's needs, as determined by the Department. In addition, the parties further understand and agree as follows with respect to summer employment for Crossing Guards:

1. All Crossing Guards will be given notice of available summer employment opportunities prior to the first week of June each year, and will thereafter be given an opportunity to bid on such opportunities. Available opportunities will be filled on the basis of seniority from among eligible Crossing Guard bidders.

2. Currently, the Department has a need for Crossing Guards to perform summer employment duties in the following categories: Crossing Guard duties for summer school; work in the Field Services and Records Inquiries units at Department Headquarters; and Crossing Guard duties at Lincoln Park Zoo. In addition, for the summer of 2010, the Department agrees that, as a pilot program, it will add the following two categories of summer employment duties to the opportunities available to Crossing Guards: (1) parking enforcement; and (2) updating Police District business files.

3. Upon request of the Union during the term of this Agreement, the Department will, once each year, meet with the Union to discuss the Department's intentions with respect to the summer employment opportunities that will be available for the following summer, including the potential continuation of the pilot program, beyond 2010, with respect to parking enforcement and updating business files duties.

NEIGHBORHOODS Alive!
BUILDING CHICAGO TOGETHER

CHICAGO WORKS

4. In order to be eligible for any summer employment opportunity, a Crossing Guard must have the then present ability to perform the duties to the Department's satisfaction without further training, after a reasonable amount of orientation.

5. A Crossing Guard employed by the Department for the summer to perform duties other than normal Crossing Guard duties shall nonetheless be paid at the Crossing Guard's regular rate of pay, as provided under the terms of the collective bargaining agreement.

Please sign below to signify the Union's agreement to the foregoing.

Sincerely,

James Q Brennwald
Assistant Chief Labor Counsel
(312) 744-5395

AGREED:
SEIU LOCAL 73

By: _____ Date: 10-29-09
Matt Brandon

SIDE LETTER # 5

Letter of Understanding

Regarding Fourth of July Pay for Crossing Guards

Crossing Guards who work during the month of July and who are off on the Fourth of July holiday, shall receive four (4) hours of pay, or pay for the number of hours their work schedule calls for, whichever is greater. This agreement is for all summer assignments including summer school and is in effect from 1989 until the end of the term of the collective bargaining agreement.

FOR THE CITY

Date 9-8-89

FOR THE UNION

SIDE LETTER # 6

SIDE LETTER

In light of the procedure set forth in Article 7.1, the parties mutually agree that the Police Department's procedures of; (a) the Complaint Review Panel for both Complaint Register Investigations and Summary Punishment; (b) The Summary Punishment Action/Penalty Appeal Hearing; and (c) the Police Board review of Suspensions for six (6) to ten (10) days, will not be applicable.

FOR THE UNION

11-6-92

Date

FOR THE CITY

11-6-92

Date

[2-92NEG/SL-4]

SIDE LETTER # 7

June 26, 1996

hicago
M. Daley, Mayor

ent of Personnel

Clerk
toner

L Room 1100
n LaSalle Street
Illinois 60602-1275
4-1000 (Voice)
4-2563 (TDD)

Mr. Jarvis Williams
Public Safety Employees Union - Unit II
309 W. Washington Street - Suite 250
Chicago, Illinois 60606

Dear Mr. Williams:

This letter will set forth the parties' agreement reached in the 1995-96 City of Chicago Public Service Employees Union - Unit II 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 (30) days to respond to the offer of alternative coverage. The employee shall elect one of the following:

47

(a) Retrospective coverage. Coverage 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.

(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 then $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 twelve (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.

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.

Sincerely,

William Kinehan
Director of Labor Relations

WK/NOB/mah

ACCEPTED AND AGREED ON BEHALF OF
PUBLIC SAFETY EMPLOYEES UNION - UNIT II

By: [illegible]

Dated: 8-14-96

[A3/jw-u2

SIDE LETTER # 8

August 14, 1996

Mr. Jarvis Williams, President
Public Service Employees Union -
Local 46 - SEIU (Unit II)
309 W. Washington St., Suite 250
Chicago, Illinois 60606

Dear Mr. Williams:

In the event an employee returns to work from duty disability leave and continues to receive duty disability pay for which the employee is not eligible after beginning to receive the regular payroll earnings, such duty disability payment shall be returned.

Sincerely,

William Kinehan
Director of Labor Relations

AGREED

FOR THE UNION

10-11-96
Date

CITY OF CHICAGO

10/11/96
Date

WK/lv

#8

SIDE LETTER # 9

SIDE LETTER

This letter is to confirm our agreement in the 1995-96 contract negotiations pertaining to the City's drug and alcohol testing proposal.

It is agreed and understood that this proposal is not intended to apply to or supercede the currently applicable drug and alcohol testing policy applied to Police department employees.

AGREED

FOR THE CITY

William Kincher

10/11/96

DATE

FOR THE UNION

[signature]

10-11-96

DATE

WK/NB/ly

#9

[wpfile3/general.f1/p8]

SIDE LETTER # 10

William Kinehan
Director of Labor Relations
City of Chicago
Department of Personnel
333 South State Street
Chicago, Illinois 60604

Dear Mr. Kinehan:

This letter is to confirm our Agreement that each individual Local Union will provide an itemized fair share notice (hereafter "Notice") which sets forth the major expenditures of the Local Union qualifying for fair share purposes, and a statement that the information the Local Union's expenditures was obtained from the most recent annual audited financial statement of the Local Union. The Local Union will also provide, as part of the notice, a description of the procedure available to non-member employees 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 to non-members, the Local Union shall submit the Notice to the individual or official designated by the Employer for the purpose. The initial Local Union notice shall satisfy this requirement unless such notice is amended or changed.

The Employer will provide the Union with complete names and addresses, on a monthly basis for all persons hired, in each Local Union's bargaining unit. The Local Union shall notify in writing each non-member employee in its bargaining unit of his/her fair share obligation. The individual Local Union shall be responsible for distribution of all fair share notices to non-members, including new hires, upon receipt of names and addresses for these employees from the Employer. The Local 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 Local 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 Local Union's fair share calculations, fair share amount or fair share procedures.

Bill Kinehan

THE LOCAL 46

11-96

The Employer shall not be obligated to remit a fair share deduction to any Local Union which has not distributed a fair share notice and dispute resolution procedure consistent with the terms of this letter and of Section 3.1 of the contract. In the event of a dispute as to compliance, the Employer and the Local Union shall place deductions in an interest bearing account and proceed to an expedited arbitration on the issue(s) raised by the Employer.

It is further agreed in connection with the indemnification provision of Section 3.1 of the contract, that in the event of a claim, suite or demand brought against the Employer arising out of any action taken for the purpose of complying with the provisions of Article 3 of the contract, or in reliance on 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 Employer, provided that the Union shall, after consulting with the Employer, select the attorney(s) to represent the Employer.

AGREED:

For the City of Chicago

10-11-96

Date

For the Union

Public Safety - Unit II

10-29-09

Date

City of Chicago
Richard M. Daley, Mayor

Department of Personnel

Glenn E. Carr
Commissioner

City Hall, Room 1100
121 North LaSalle Street
Chicago, Illinois 60602-1275
(312) 744-4000 (Voice)
(312) 744-2563 (TTY)

SIDE LETTER # 11

October 17, 1996

Mr. Jarvis Williams, President
Public Safety Employees Union
SEIU - Unit II
309 W. Washington St., Suite 250
Chicago, Illinois 60606

Dear Mr. Williams:

This letter will confirm the understanding of the parties reached during the 1995-1996 negotiations that the current practice in the Police Department with regard to summary punishment shall continue for the duration of this Collective Bargaining Agreement.

Sincerely,

William Kinehan
Director of Labor Relations

WK/ly

[wpfile/bill1.let/p113]

An American Celebration
Chicago '96

#11

CHICAGO WORKS

SIDE LETTER #12 is deleted from the Agreement.

City of Chicago
Richard M. Daley, Mayor

Department of Personnel

Glenn R. Carr
Commissioner

City Hall, Room 1100
121 North LaSalle Street
Chicago, Illinois 60602-1275
(312) 744-4000 (Voice)
(312) 744-2568 (TTY)

http://www.ci.chi.il.us

SIDE LETTER # 13

January 17, 1997

Ms. Johnetta Ryan, Bus. Agent
IBEW - Local 165
201 N. Wells Street, Room 2020
Chicago, Illinois 60606

Dear Ms. Ryan:

This will confirm the understanding reached during the 1995-1996 negotiations concerning Aviation Communication Operators.

Their current hours of work will increase one hour per day. In other words they shall work eight (8) hours in addition to the designated lunch period. It is understood that the salary increases and salary schedules negotiated will not be decreased or increased as a result.

The City further agrees that the new hours will be implemented in accordance with Article 10.1A of the collective bargaining agreement.

Sincerely,

William Kinehan
William Kinehan
Director of Labor Relations

WK/ly
cc: T. McCathy
D. Morrissey

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agree
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SIDE LETTER # 14

April 11, 2000

Mr. Jarvis Williams, President
Public Safety Employees Union
SEIU - Unit II
309 W. Washington, St. Suite 250
Chicago, Illinois 60606

Dear Mr. Williams:

This will confirm the understanding of the parties that effective summer 2000, Crossing Guards who are assigned to summer school crossings shall have a four (4) hour minimum pay if they report at least twice a day provided the Employer may assign meaningful duties for the said minimum periods.

Sincerely,

William Kinehan
Director of Labor Relations

AGREED:

Jarvis Williams

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EXHIBIT A

SIDE LETTER #15

March 7, 2007

Matthew Brandon, Director
SEIU Local 73
1165 North Clark St., Suite 500
Chicago, Illinois 60610-2884

RE: Unit II and City of Chicago
Traffic Control Aide - Hourly; Title Code 9104

Dear Matt:

This is to confirm the agreement of the City of Chicago ("City") and SEIU Local 73 ("Union") that the following terms and conditions shall apply to employees in the Traffic Control Aide - Hourly ("TCAH") job classification:

1. TCAH's are included in the Unit II bargaining unit. TCAH's are not covered under the terms of the City's collective bargaining agreement with Unit II ('the Contract"), except only for the following provisions: Article 1 (Recognition), Sections 3.1 (Union Security) and 3.2 (Activity Reports), and the parties' October 11, 1996 letter agreement pertaining to fair share; and Article 4 (No Strike or Lockout). In addition, TCAH's shall have the right to bid on bargaining unit vacancies in accordance with the terms of Section 11.2 of the Contract. In addition to the posting requirements of Section 11.2(e), the City agrees that the Department of Police ("CPD") will make available to the Office of Emergency Management Communications ("OEMC") a copy of any job postings for vacant, full-time Traffic Control Aide positions posted in CPD, so that said positions can be posted by OEMC. **The Union may also appoint TCAHs to serve as Stewards, subject to the terms of Article 16 of the CBA. The Union and OEMC will meet to discuss the appropriate number of TCAHs who may be appointed to serve as Stewards.**

2. Any alleged violation of any specific term of this Letter of Agreement shall be subject to Sections 7.3 and 7.4 (Grievance and Arbitration) of the Contract.

3. The pay rate for the TCAH job classification will be $15.59 per

hour. Effective on the first day of the third full pay period that follows the date of execution of this Letter of Agreement by the Union, the pay rate for the TCAH job classification will be $16.59 per hour. The City acknowledges its responsibility to pay employees for all hours worked in an accurate and timely fashion.

4. For purposes of application of Section 3.1B of the Contract, Union membership dues for TCAH's shall be calculated at the rate of 2% of the TCAH pay rate. The City will not make payroll deductions for any initiation fees assessed by Unit II.

5. All TCAH positions will be considered "Exempt Program" within the meaning of the City's Personnel Rules, and exempt from the Career Service. As such, TCAH's may be disciplined or discharged as exclusively determined by the Employer, and such Employer action shall not be subject to any grievance procedure or review by the City's Police or Human Resources Board. The City will provide the Union with at least ten (10) calendar days advance notice of any involuntary termination of a TCAH, and, following a request by the Union made within three (3) calendar days of its receipt of the termination notice, will meet and discuss the termination with the Union, including the basis for the termination. The City's lead representative at the meeting will be an individual who was not responsible for initiating the termination recommendation.

6. No TCAH will receive any City health, vacation, holiday, sick leave, bereavement leave, or other employment benefits, and TCAH's shall only be entitled to such leave time as may be mandated by law.

7. TCAH's will work only as needed, as determined by the City. No TCAH will work more than 1,300 ~~996~~ hours between and including January 1 and December 31 in any calendar year, including any training directed by the City. In any TCAH's first calendar year of employment, the TCAH will not work more than a pro rata portion of 1,300 ~~996~~ hours (including any training directed by the City), based on the number of months remaining in the calendar year, including the month in which the TCAH was hired. (For example, if a TCAH is hired on July 21 in any calendar year, the TCAH will work no more than 6 months' worth of hours, or 650 ~~498~~ hours, for the remainder of that calendar year.)

8. Except only for specific events (including Soldier Field events), emergencies (including weather emergencies) or projects, or for purposes of receiving training, TCAH's will not be assigned to work within the area bounded by Oak Street on the north, Roosevelt Road on the south, Lake Shore Drive on the east, and Clinton Street on the west.

9. The City will provide new TCAH's with one (1) flashlight, one (1) whistle, and one (1) shared rain jacket. The City will also supply new TCAH's with each of the following uniform items for each season worked, on a one-time basis:

   Spring/Summer: One (1) pair of washable pants; one (1) short-sleeve shirt; one (1) summer baseball cap; one (1) vest; and one (1) name plate. In addition, after at least thirty (30) days have passed since the TCAH's date of hire, and once the Spring/Summer season begins, the City will supply the TCAH, on a one-time basis, with one (1) additional pair of washable pants, and two (2) additional short-sleeve shirts.

   Fall/Winter Apparel: One (1) all season jacket; one (1) winter cap. TCAH's will also have the option of purchasing, at their own expense, authorized long-sleeve shirts and sweaters.

   The City will also provide each TCAH, one time each year after the TCAH's year of hire, any necessary replacement of one (1) pair of pants, one (1) short-sleeve shirt, and/or one (1) vest, either by paper voucher or direct replacement.

10. Any TCAH who is separated from employment with the City within one (1) year of hire as a TCAH will re-pay all uniform costs.

11. In consideration of these agreements, the Union waives its right to grieve any alleged violations of Side Letter #15 of the Contract, and hereby agrees to withdraw Grievance Nos. 02-06-058-0030 (TCAH's assigned to Michigan Avenue), 02-06-058-0032 (TCAH's working more than 83 hours), and 02-06-058-0033 (TCAH's uniforms and equipment).

12. Upon request by the Union, the OEMC agrees that it will meet and discuss with the Union issues that arise with respect to this Letter of Agreement, including issues pertaining to the scheduling and assignment of TCAH's.

13. This Letter of Agreement shall become effective on the date of execution by the Union, and shall supersede Side Letter #15 of the Contract as of said effective date.

14. This Letter of Agreement shall continue in full force and effect for the duration of the current Contract, including any extensions thereof.

Please sign below to signify the Union's agreement to the foregoing.

Sincerely,

James Q. Brennwald
Chief Assistant Corporation Counsel
(312) 744-5395

AGREED:

SEIU LOCAL 73

By: _____ Date: 9/27/11

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chard M. Daley, Mayor

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icago, Illinois 60602
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SIDE LETTER #16

September 8, 2005

Jerry Rankins, Business Representative
IBEW Local 21
1307 Butterfield Road, Suite 422
Downers Grove, IL 60515-5606

RE: On the Job Training by PCO I's and PCO II's in OEMC

Dear Jerry:

This is to confirm the agreements of the City and Unit II with respect to floor PCO I's and floor PCO II's who are assigned to perform On the Job Training ("OJT") in the OEMC. Specifically, the parties have agreed that, for purposes of applying Section 9.2 of the collective bargaining agreement, any floor PCO I or floor PCO II assigned to perform OJT shall be deemed to be performing substantially all of the duties and responsibilities of a Unit II classification graded one grade higher than the classification of the employee performing the OJT. Unit II understands and acknowledges that employees do not have the right to refuse OJT assignments. IBEW Local 21 also agrees to withdraw Grievance No. 02-05-058-0023 and any and all related claims. This letter of agreement shall not apply to employees assigned to the Training Section.

The parties further agree that employees assigned to perform OJT under the terms of this letter will be paid a minimum of five (5) days' pay under Section 9.2, and that only employees who have completed the necessary training to become OJT trainers, and who have at least three (3) years total time in title as a PCO I and/or PCO II, will be mandatorily assigned to perform OJT duties. The OEMC will not normally assign PCO II's to OJT for new PCO I's. In making OJT assignments, the OEMC will give priority to volunteers, in seniority order, from among available employees who have the then present ability to perform the OJT assignment. If there are insufficient volunteers, the OEMC will make the assignments by reverse seniority from among available employees who have the then present ability to perform the OJT assignment. Where feasible, the OEMC will attempt to equitably rotate mandatory OJT assignments.

This side letter shall become effective upon final ratification of the parties' July 1, 2003 through June 30, 2007 collective bargaining agreement.

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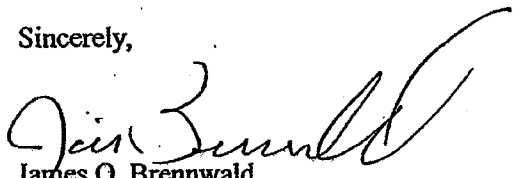
Please sign below to signify Unit II's agreement to the foregoing.

Sincerely,



James Q. Brennwald
Chief Assistant Corporation Counsel
(312) 744-5395

AGREED:

IBEW Local 21

By: _____
Jerry Rankins, IBEW Local 21

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SIDE LETTER #17

August 11, 2005

Matt Brandon, Director
SEIU Local 73
1165 N. Clark Street, Suite 500
Chicago, Illinois 60610-2884

Jerry Rankins, Business Representative
IBEW Local 21
1307 Butterfield Road, Suite 422
Downers Grove, IL 60515-5606

RE: Uniform Caps for Crossing Guards and Traffic Control Aides

Dear Matt and Jerry:

This is to confirm the parties' understandings that Crossing Guards and Traffic Control Aides will be allowed to wear suitable baseball-style caps issued by the City as uniform wear, consistent with applicable uniform guidelines determined by the City.

Please sign below to signify Unit II's agreement to the foregoing.

Sincerely,

James Q. Brennwald
Chief Assistant Corporation Counsel
(312) 744-5395

AGREED:

UNIT II

By: _____
Matt Brandon, SEIU Local 73

By: _____
Jerry Rankins, IBEW Local 21

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City of Chicago
Richard M. Daley, Mayor

Department of Law

Mara S. Georges
Corporation Counsel

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SIDE LETTER #18

January 28, 2008

Matthew Brandon, Director
SEIU Local 73
1165 North Clark St., Suite 500
Chicago, Illinois 60610-2884

RE: Unit II and City of Chicago
Aviation Security Officer - Hourly; Title Code 4211

Dear Matt:

This is to confirm the agreements of the City of Chicago ("City") and SEIU Local 73 ("Union") with respect to the newly-created City job classification Aviation Security Officer - Hourly ("ASO-Hourly"):

1. By no later than thirty (30) days from the last date of execution of this Letter of Agreement, the Union will file an appropriate petition with the Illinois Labor Relations Board, seeking certification as the exclusive representative of employees employed in the ASO-Hourly job classification, as part of the Unit II bargaining unit.

2. Effective on the date of the Union's certification by the Board as the exclusive representative of employees employed in the ASO-Hourly job classification as part of the Unit II bargaining unit, or on the last date of execution of this Letter of Agreement, whichever date is later, the following terms and conditions shall apply to employees in the ASO-Hourly job classification:

   A. ASO-Hourlies are included in the Unit II bargaining unit. ASO-Hourlies are not covered under the terms of the City's collective bargaining agreement with Unit II ("the Contract"), except only for the following provisions: Article 1 (Recognition), Sections 3.1 (Union Security) and 3.2 (Activity Reports), and the parties' October 11, 1996 letter agreement pertaining to fair share; and Article 4 (No Strike or Lockout). In addition, ASO-Hourlies shall have the right to bid on bargaining unit vacancies in accordance with the terms of Section 11.2 of the Contract.

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B. Any alleged violation of any specific term of this Letter of Agreement shall be subject to Sections 7.3 and 7.4 (Grievance and Arbitration) of the Contract.

C. The pay rate for the ASO-Hourly job classification will be $18.68 per hour, and subject to the wage adjustments listed in Section 9.1A of the Contract.

D. For purposes of application of Section 3.1B of the Contract, Union membership dues for ASO-Hourlies shall be calculated at the rate of 2% of the ASO-Hourly pay rate. The City will not make payroll deductions for any initiation fees assessed by the Union.

E. All ASO-Hourly positions will be considered "Exempt Program" within the meaning of the City's Personnel Rules, and exempt from the Career Service. As such, ASO-Hourlies may be disciplined or discharged as exclusively determined by the Employer, and such Employer action shall not be subject to any grievance procedure or review by the City's Human Resources Board. The City will provide the Union with notice of any involuntary termination of an ASO-Hourly, and, following a request by the Union made within three (3) calendar days of its receipt of the termination notice, will meet and discuss the termination with the Union, including the basis for the termination.

F. No ASO-Hourly will receive any City health, vacation, holiday, sick leave, bereavement leave, or other employment benefits, and ASO-Hourlies shall only be entitled to such leave time as may be mandated by law.

G. ASO-Hourlies will work only as needed, as determined by the City. No ASO-Hourly will work more than 83 hours in any month, including any training directed by the City.

H. The City will provide ASO-Hourlies with $275 per year to purchase required uniform items.

I. Any ASO-Hourly who is separated from employment with the City within one (1) year of hire as an ASO-Hourly will re-pay all uniform allowance received from the City.

J. This Letter of Agreement shall continue in full force and effect for the duration of the current Contract, including any extensions thereof.

Please sign below to signify the Union's agreement to the foregoing.

Sincerely,

James Q. Brennwald
Assistant Chief Labor Counsel
(312) 744-5395

AGREED:

SEIU LOCAL 73

By: _____ Date: 10-29-09
Matt Brandon

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chard M. Daley, Mayor

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SIDE LETTER #19

May 16, 2008

Matthew Brandon, Director
SEIU Local 73
300 S. Ashland Ave., Ste. 400
Chicago, Illinois 60607

RE: Unit II and City of Chicago
Chicago Department of Police/Central Detention Section

Dear Mr. Brandon:

This is to confirm the agreements of the City of Chicago's Department of Police ("CPD") and SEIU Local 73 ("Union") with respect to the assignment of female Detention Aides in CPD's Central Detention Section ("CDS") to process male arrestees. Specifically, the parties have agreed as follows:

1. In accordance with the Illinois Labor Relations Board's decision in Case No. L-CA-04-052, CDS has rescinded Section Order No. 04-021.

2. The Union recognizes the City's right to assign female Detention Aides to assist in the processing of male arrestees; however, female Detention Aides will not be required to escort male arrestees to cells, or to deliver personal property or meals to male arrestees.

3. Except only in cases of serious manpower shortages, and/or an unusually high volume of arrestees, female Detention Aides will not be required to fingerprint male arrestees. In the event that the CPD determines that the assistance of a female Detention Aide is required in fingerprinting male arrestees, CDS will first seek volunteers for any such assignment. If there are insufficient volunteers, such assignments will be made in the order of reverse seniority.

4. Nothing in this letter agreement shall be construed as in any way altering or amending any existing CPD general orders or directives.

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Please sign below to signify the Union's agreement to the foregoing.

Sincerely,

James Q. Brennwald
Assistant Chief Labor Counsel
(312) 744-5395

AGREED:

SEIU LOCAL 73

By: _____ Date: 10-29-09

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SIDE LETTER #20

December 16, 2008

Matthew Brandon, Director
SEIU Local 73
300 S. Ashland Ave., Ste. 400
Chicago, IL 60607

Jerry Rankins
IBEW Local 21
1307 Butterfield Rd., Ste. 422
Downers Grove, IL 60515-5606

RE: Unit II and City of Chicago/OEMC
Traumatic Occurrences

Dear Sirs:

This is to confirm the parties' mutual recognition that bargaining unit employees, while performing their duties, may from time to time be called upon to deal with occurrences that cause genuine emotional trauma for the employee, such as personally witnessing a death or serious injury, or handling an emergency call during which a death occurs. The OEMC agrees that, in the event of any such traumatic occurrence during the performance of duties, the employee will be given a reasonable relief period during that workday to recover. The OEMC will also apprise the employee of available counseling services.

In addition, following the ratification of the Agreement, the OEMC, SEIU Local 73 and IBEW Local 21 will meet to discuss the possible creation of a trained, volunteer "Peer Support Group," consisting of bargaining unit employees, to provide further assistance and counseling to employees who have experienced traumatic occurrences during the performance of their duties.

Nothing in this letter of agreement shall be construed as in any way limiting employees' rights to use leave time, or any other benefits provided under the terms of the collective bargaining agreement, nor shall the City's compliance with the terms of this letter of agreement in any case be construed as an admission of the City's legal position with respect to any claim by the employee against the City.

Please sign below to signify the Unions' agreement to the foregoing.

Sincerely,

James Q Brennwald
Assistant Chief Labor Counsel
(312) 744-5395

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AGREED:

SEIU LOCAL 73

By: _____ Date: 10-29-09
Matt Brandon

IBEW LOCAL 21

By: _____ Date: _____
Jerry Rankins

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SIDE LETTER #21

July 18, 2008

Matt Brandon, Director
SEIU Local 73
300 S. Ashland, Suite 400
Chicago, Illinois 60607

Jerry Rankins, Business Representative
IBEW Local 21
1307 Butterfield Road, Suite 422
Downers Grove, IL 60515-5606

RE: **Unit II and City of Chicago**
2007-2008 Contract Negotiations
Health Care - LMCC Referral

Dear Matt and Jerry:

Pursuant to Section 14.2 of the Agreement, the Employer and the Unions agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan effective January 1, 2008 in areas that will facilitate the shift to a preventive 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
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries
- Comprehensive Communication and Outreach Strategies.

Please sign below to signify Unit II's agreement to the foregoing.

Sincerely,

James Q. Brennwald
Assistant Chief Labor Counsel
(312) 744-5395

AGREED:

UNIT II

By: _____
Matt Brandon, SEIU Local 73

By: _____
Jerry Rankins, IBEW Local 21

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Department of Law

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SIDE LETTER #22

July 18, 2008

Matt Brandon, Director
SEIU Local 73
300 S. Ashland, Suite 400
Chicago, Illinois 60607

RE: **Unit II and City of Chicago**
2007-2008 Contract Negotiations
Aviation Security Officers

Dear Matt:

This is to confirm the agreement of the City and Unit II that, following ratification of the new collective bargaining agreement, the Department of Aviation may implement a rotating day off schedule for Aviation Security Officers ("ASO's"), similar in operation to the schedules currently in effect for Police Communications Operators I and II and Detention Aides. Prior to the initial implementation of the new rotating day off schedules, all ASO's will be granted an opportunity to submit requests for assignment to their preferred shifts and day-off groups. When submitting such requests, ASO's should list all requested assignments in order of preference. Such requests will be honored in seniority order, with the preferences of the most senior employees honored first, until all available requested assignments have been filled. Any assignments that remain unfilled through this process will be made by the Department at its discretion. Also prior to the initial implementation of the new rotating day off schedules, the Department of Aviation will meet with Local 73 to discuss the implementation of the new schedules.

Please sign below to signify Unit II's agreement to the foregoing.

Sincerely,

James Q. Brennwald
Assistant Chief Labor Counsel
(312) 744-5395

AGREED:

UNIT II

By: _____
Matt Brandon, SEIU Local 73

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SIDE LETTER #23

July 18, 2008

Matt Brandon, Director
SEIU Local 73
300 S. Ashland, Suite 400
Chicago, Illinois 60607

RE: **Unit II and City of Chicago**
2007-2008 Contract Negotiations
Crossing Guards Salary Schedule

Dear Matt:

This is to confirm the agreement of the City and Unit II that, in implementing Section 9.1B(3) of the Agreement, the City will follow the attached "Guidelines For Implementation of Crossing Guards Salary Schedule Adjustment."

Please sign below to signify Unit II's agreement to the foregoing.

Sincerely,

James Q. Brennwald
Assistant Chief Labor Counsel
(312) 744-5395

AGREED:

UNIT II

By: _____
Matt Brandon, SEIU Local 73

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GUIDELINES FOR IMPLEMENTATION OF CROSSING GUARDS SALARY SCHEDULE ADJUSTMENT

1. **NEW CROSSING GUARDS SALARY SCHEDULE EFFECTIVE JULY 1, 2010**

   A. Based on salary schedule in effect January 1, 2010. Start with the salary schedule in effect on January 1, 2010, after all negotiated wage adjustments through and including that date have been applied, in accordance with Sections 9.1B(1) and (2) of the Agreement.

   B. Move all rates one step to the left. Effective July 1, 2010, after applying all negotiated wage adjustments through that date, shift all rates one step to the left. In doing so, the then-current step 1 (entry) rate drops off the table, the then-current step 2 rate becomes the new step 1 rate, the then-current step 3 rate becomes the new step 2 rate, etc.

   C. New Step 12 rates. After shifting all rates one step to the left, plug in a new step 12 rate for class grade 1, in an amount 5% higher than the new step 11 rate for class grade 1. Then plug in a new step 12 rate for class grade 1(a) that is $.50 higher than the new step 12 rate for class grade 1.

2. **PLACEMENT OF INCUMBENT CROSSING GUARDS ON NEW SALARY SCHEDULE EFFECTIVE JULY 1, 2010: ONE STEP TO THE LEFT**

   A. Follow the step rate. Also effective July 1, 2010, and after all negotiated wage adjustments through that date have been applied, incumbent Crossing Guards (except for Crossing Guards at step 1 - see below) will be moved one step to the left, along with their step rates.

   B. Eligible to advance/return to former step within one year or less, based on date of last step advancement.

      (1) Incumbent employees who are moved one step to the left will retain their anniversary date, and will be eligible to advance/return to their former step (and the new, higher rate for that step) on the completion of one year of service from their last step advancement.

      (2) This means that all incumbent Crossing Guards moved to the left from any of steps 5 through 12 will be eligible for their next step advancement (to their former step, at the new, higher rate for that step) at least one year sooner than they would otherwise have been eligible to advance.

      (3) This also means that Crossing Guards moved to the left from any of steps 5 through 12, who have already completed at least one year of service

since their last step advancement, will be eligible to advance/return to their former step (and the new, higher rate for that step) immediately, effective July 1, 2010. July 1, 2010 will become the new anniversary date for employees who advance/return immediately to their former step.

3. **INCUMBENT EMPLOYEES AT STEP ONE**

Any employees who are at step 1 as of July 1, 2010 will remain at step 1, but at the new, higher step 1 rate. July 1, 2010 will become the new anniversary date for such employees, who will then become eligible for advancement to step 2 on July 1, 2011.

City of Chicago
Richard M. Daley, Mayor

Department of Law

Mara S. Georges
Corporation Counsel

Labor Division
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SIDE LETTER #23

July 18, 2008

Matt Brandon, Director
SEIU Local 73
300 S. Ashland, Suite 400
Chicago, Illinois 60607

RE: **Unit II and City of Chicago**
2007-2008 Contract Negotiations
Crossing Guards Salary Schedule

Dear Matt:

This is to confirm the agreement of the City and Unit II that, in implementing Section 9.1B(3) of the Agreement, the City will follow the attached "Guidelines For Implementation of Crossing Guards Salary Schedule Adjustment."

Please sign below to signify Unit II's agreement to the foregoing.

Sincerely,

James Q. Brennwald
Assistant Chief Labor Counsel
(312) 744-5395

AGREED:

UNIT II

By: _____
Matt Brandon, SEIU Local 73

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hicago, Illinois 60602
12) 744-5100
12) 742-9029 (FAX)
12) 744-5131 (TTY)

ttp://www.cityofchicago.org

SIDE LETTER #24

July 18, 2008

Jerry Rankins, Business Representative
IBEW Local 21
1307 Butterfield Road, Suite 422
Downers Grove, IL 60515-5606

RE: **Unit II and City of Chicago**
2007-2008 Contract Negotiations
On the Job Training by ACO's in OEMC

Dear Jerry:

This is to confirm the agreements of the City and Unit II with respect to Aviation Communications Operators (ACO's) who are assigned to perform On the Job Training ("OJT") in the OEMC. Specifically, the parties have agreed that any ACO assigned to perform OJT shall be paid for any such time assigned to perform OJT as if the ACO had been promoted to a job classification one grade higher than the ACO classification.

The parties further agree that only employees who have completed the necessary training to become OJT trainers will be assigned to perform OJT. In making OJT assignments, the OEMC will give priority to volunteers, in seniority order, from among available employees who have completed the necessary training, and who have the then present ability to perform the OJT assignment without further training. If there are insufficient volunteers, the OEMC will make the assignments by reverse seniority from among available employees who have completed the necessary training, and who have the then present ability to perform the OJT assignment without further training. Unit II understands and acknowledges that employees do not have the right to refuse OJT assignments. Where feasible, the OEMC will attempt to equitably rotate mandatory OJT assignments.

This side letter shall become effective upon final ratification of the parties' July 1, 2007 through June 30, 2010 collective bargaining agreement.

Please sign below to signify Unit II's agreement to the foregoing.

Sincerely,

James Q. Brennwald
Assistant Chief Labor Counsel
(312) 744-5395

AGREED:

IBEW Local 21

By: _____
Jerry Rankins, IBEW Local 21

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:ity of Chicago
:ichard M. Daley, Mayor

:epartment of Law

:ara S. Georges
:orporation Counsel

:abor Division
:uite 1040
0 North LaSalle Street
:hicago, Illinois 60602
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:ttp://www.cityofchicago.org

SIDE LETTER #25

July 2, 2009

Matthew Brandon, Director
SEIU Local 73
300 S. Ashland Ave., Ste. 400
Chicago, IL 60607

RE: Aviation Security Officer (Title Code 4210) Re-grade

Dear Matt:

This is to confirm the agreement of the City and Unit II that, effective July 1, 2010, the job classifications Aviation Security Officer (Title Code 4210) will be re-graded from Grade 12 to Grade 13.

Please sign below to signify the Unit II's agreement to the foregoing.

Sincerely,

James Q Brennwald
Assistant Chief Labor Counsel
(312) 744-5395

AGREED:
SEIU LOCAL 73

By: _____ Date: 10-29-09
Matt Brandon

NEIGHBORHOODS Alive!
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City of Chicago
Richard M. Daley, Mayor

Department of Law

Mara S. Georges
Corporation Counsel

Labor Division
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Chicago, Illinois 60602
(312) 744-5100
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http://www.cityofchicago.org

SIDE LETTER #26

July 2, 2009

Matthew Brandon, Director
SEIU Local 73
300 S. Ashland Ave., Ste. 400
Chicago, IL 60607

RE: TCA-Hourly (Title Code 9104) Assignments

Dear Matt:

The Union has raised an issue with respect to the OEMC's assignment of TCA-Hourlies to perform certain duties currently referred to as "Lead" and "Field Training Aide" duties. This letter memorializes the City's agreement that, following the ratification of the new collective bargaining agreement, and to the extent these assignments continue to be utilized by the OEMC, the City's Department of Human Resources ("DHR") will conduct an audit of the "Lead" and "Field Training Aide" assignments to determine their appropriate classification, said audit to begin within thirty (30) days of the effective date of ratification of the new agreement.

In the event that, as a result of this audit, DHR determines that any new job classification or classifications should be created to perform these assignments, the City agrees to stipulate to the inclusion of the new classification or classifications in the Unit II bargaining unit, contingent upon the Union's filing of an appropriate petition with the Illinois Labor Relations Board, and the Board's certification of the Union as the representative of the new job classification or classifications. Also contingent upon such certification, the City agrees to bargain in good faith with Unit II with respect to the terms and conditions of employment of employees in the new job classification or classifications.

Please sign below to signify Unit II's agreement to the foregoing.

Sincerely,

James Q Brennwald
Assistant Chief Labor Counsel
(312) 744-5395

AGREED:
SEIU LOCAL 73

By: Matt Brandon Date: 10-29-09

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DEPARTMENT OF LAW
CITY OF CHICAGO

SIDE LETTER #27

April 18, 2012

Matthew Brandon, Director
SEIU Local 73
300 S. Ashland Ave., Ste. 400
Chicago, IL 60607

Jerry Rankins
IBEW Local 21
1307 Butterfield Rd., Ste. 422
Downers Grove, IL 60515-5606

RE: **Overtime Rate For Work Performed on Second Regularly Scheduled Day Off - PCO I's and II's and ACOs**

Dear Sirs:

This is to confirm the parties' agreements with respect to the changes we have negotiated in the second paragraph of Section 10.1B of the 2007-2010 Agreement pertaining to the payment of double-time rates for work performed on the second regularly scheduled day off. Specifically, the parties have agreed as follows:

(1) Notwithstanding the changes described above, which are otherwise applicable to the entire bargaining unit, practices currently in effect in the OEMC with respect to payment of double-time rates for work performed by PCO I's and II's and ACOs on their second regularly scheduled day off shall continue.

(2) The exception for PCO I's, PCO II's and ACOs described in (1) above shall apply only to employees in those job titles whose last date of hire by the City was prior to

the effective date of ratification of the 2007-2012 Agreement, and not to PCO I's, PCO II's and ACOs hired on or after the effective date of the 2007-2010 Agreement.

AGREED:

SEIU LOCAL 73

By: _____ Date: 9/7/12

IBEW LOCAL 21

By: _____ Date: 9/7/12

CITY OF CHICAGO

By: _____ Date: 9/7/12

SIDE LETTER #28 is deleted from the Agreement.

:y of Chicago
chard M. Daley, Mayor

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ra S. Georges
rporation Counsel

bor Division
ite 1040
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icago, Illinois 60602
.2) 744-5100
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p://www.cityofchicago.org

SIDE LETTER #29

July 2, 2009

Matt Brandon, Director
SEIU Local 73
300 S. Ashland, Suite 400
Chicago, Illinois 60607

Jerry Rankins, Business Representative
IBEW Local 21
1307 Butterfield Road, Suite 422
Downers Grove, IL 60515-5606

Re: Unit II and City of Chicago
2007-2009 Contract Negotiations
Grievance/Arbitration Procedure Changes

Dear Matt and Jerry:

This is to confirm the parties' agreement that the changes negotiated with respect to arbitration of all disciplinary actions in Sections 7.1(a), 7.2(a)1 and 7.2(b) of the 2007-2010 collective bargaining agreement 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. The changes negotiated with respect to arbitrations in Section 7.2(a)2, Step IVB of the new collective bargaining agreement shall apply only to arbitrations where the first date of hearing commenced on or after the effective date of ratification of the new agreement by City Council.

The parties further understand and agree that the changes with respect to arbitration of all disciplinary actions in Sections 7.1(a), 7.2(a)1, and 7.2(b) of the 2007-2010 collective bargaining agreement shall not apply to any discipline of any employee employed by the Department of Police until the following occurs: (1) effective ninety (90) days after final ratification of the new collective bargaining agreement by City Council, the Superintendent of Police shall have the authority to suspend for more than thirty (30) days and to discharge civilian employees represented by Unit II, and to resolve grievances relating to such disciplinary matters through binding arbitration; and (2) in order to facilitate all issues related to this change in the Superintendent's authority, the Employer and the Union meet to work cooperatively to implement the changes with respect to arbitration of all disciplinary actions in Sections 7.1(a), 7.2(a)1, and 7.2(b), which process the parties will endeavor to complete within the ninety (90) day period following final ratification.

Sincerely,

James Q. Brennwald
Assistant Chief Labor Counsel
(312) 744-5395

AGREED:

UNIT II

By: _____
Matt Brandon, SEIU Local 73

By: _____
Jerry Rankins, IBEW Local 21

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DEPARTMENT OF LAW
CITY OF CHICAGO

SIDE LETTER #30

July 19, 2012

Matthew Brandon
Secretary/Treasurer
SEIU Local 73
300 South Ashland Avenue, Ste. 400
Chicago Illinois 60607

RE: **Unit II and the City of Chicago**
3495-Supervisor of Animal Control Officers

Dear Matt:

This is to confirm the agreement of the City of Chicago ("City") and SEIU Local 73 ("Union") that, effective on the first day of the final date of ratification of the successor to the 2007 - 2010 collective bargaining agreement between the City and Unit II ("the Agreement"), employees in the 3495-Supervisor of Animal Control Officers ("SACO") job classification shall be covered under all of the terms and conditions of the Agreement, with the following exceptions and specifications:

1. The SACO job classification will be paid at Grade 14 of Salary Schedule I appended to the Agreement. Each incumbent SACO will be placed in Grade 14 at the step providing the rate of pay closest to, but not lower than, the SACO's current rate of pay, and will be given a new anniversary date for purposes of determining eligibility for future advancement on the salary schedule in accordance with historical City policies and practices.

2. For purposes of applying Section 10.1B of the Agreement, SACOs shall not be deemed to be exempt from the provisions of the FLSA and Illinois Minimum Wage Law.

3. Effective for holidays occurring on or after the final date of ratification, the

provisions of Section 12.3 of the Agreement shall apply to employees in the SACO classification in the same manner as with other employees represented by Unit II (with the exception of Crossing Guards). However, this paragraph (3) shall have no applicability to holidays occurring prior to the final date of ratification, and employees shall not be entitled to any additional compensation for holidays occurring prior to the final date of ratification. Further, in consideration of the agreement to treat employees in the SACO classification under Section 12.3 prospectively upon the final date of contract ratification, the Union agrees to withdraw with prejudice its unfair labor practice charge in case number L-CA-12-059.

Please sign below to signify the Union's agreement to the foregoing.

Sincerely,

Joseph P. Martinico
Chief Labor Negotiator
(312) 744-5395

AGREED:

SEIU LOCAL 73

By: _____ Date: 9/7/12
Matt Brandon

DEPARTMENT OF LAW

CITY OF CHICAGO

SIDE LETTER #31

July 19, 2012

Matthew Brandon
Secretary/Treasurer
SEIU Local 73
300 South Ashland Avenue, Ste. 400
Chicago Illinois 60607

Jerry Rankins
Business Representative
IBEW Local 21
1307 Butter field Rd., Suite 422
Downers Grove, Illinois 60515

RE: Unit II and the City of Chicago
Section 15.1 - Bereavement Leave

Dear Matt and Jerry:

This is to confirm the parties' mutual understanding and agreement that the term "consecutive days," as used in Section 15.1, shall continue to be interpreted as including all calendar days, including non-working days, in accordance with the City's long-standing policy and practice.

Please sign below to signify Unit II's agreement to the foregoing.

Sincerely,

Joseph P. Martinico
Chief Labor Negotiator
(312) 744-5395

AGREED:

UNIT II

By: _____
Matt Brandon, SEIU Local 73

By: _____
Jerry Rankins, IBEW Local 21

DEPARTMENT OF LAW
CITY OF CHICAGO

SIDE LETTER #32

July 19, 2012

Matthew Brandon
Secretary/Treasurer
SEIU Local 73
300 South Ashland Avenue, Ste. 400
Chicago Illinois 60607

Jerry Rankins
Business Representative
IBEW Local 21
1307 Butter field Rd., Suite 422
Downers Grove, Illinois 60515

RE: **Unit II and the City of Chicago**
Animal Care and Control Pilot Program on Disciplinary Suspensions

Dear Matt and Jerry:

This is to confirm the parties' agreements with respect to a pilot program regarding disciplinary suspensions issued by the City's Commission on Animal Care and Control ("ACC"), for the purpose of exploring a potentially more effective means for resolving discipline matters without proceeding to arbitration. Specifically, the City and Unit II have agreed that, for any disciplinary suspensions of fifteen (15) days or less issued by ACC, where such suspension is effective (1) after the effective date of the parties' 2011-2012 Agreement, and (2) before June 30, 2012, the following procedure shall apply:

A. The time limit for filing a grievance of the suspension under Section 7.2(a), Step IA shall begin to run from the date the employee is given the suspension notice.

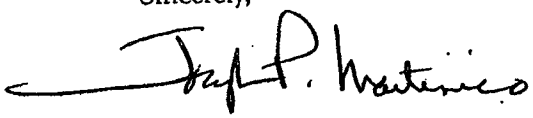
B. The employee will not be required to serve the suspension until after seven (7) calendar days from the date the employee was given the suspension notice.

C. In the event the Union grieves the suspension within said seven (7) calendar-day time period, the employee will not be required to serve the suspension until the earliest of: (1) any settlement or withdrawal of the grievance, or failure to advance the grievance to Step II within the time limits described in Section 7.2(a); (2) the completion of Step III of the grievance procedure; or (3) thirty (30) calendar days

from the date the employee was given the suspension notice. If the Union files a grievance of the suspension more than seven (7) calendar days after the employee was given the suspension notice, the terms of parts B and C of this side letter agreement shall not apply.

Please sign below to signify Unit II's agreement to the foregoing.

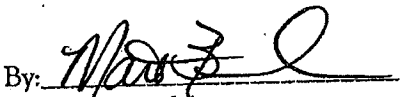
Sincerely,



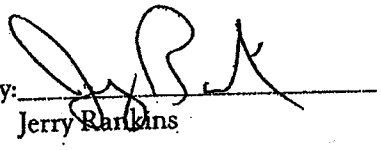
Joseph P. Martinico
Chief Labor Negotiator
(312) 744-5395

AGREED:

SEIU LOCAL 73

By:  Date: 9/7/12
Matt Brandon

IBEW LOCAL 21

By:  Date: 9/7/12
Jerry Rankins

DEPARTMENT OF LAW

CITY OF CHICAGO

SIDE LETTER #33

July 19, 2012

Matthew Brandon
SEIU, Local 73
300 South Ashland Avenue, Suite 400
Chicago, IL 60607

RE: Letter of Agreement
Use of Surveillance Cameras/Equipment

This letter confirms the agreement between the City of Chicago and SEIU, Local 73 as it relates to the City of Chicago's ("the City") use of surveillance cameras or equipment as a basis for disciplining employees in accordance with the parties' collective bargaining agreement ("CBA"). Specifically, the parties agree to the following:

1. The City acknowledges its obligation to comply with the provisions of the CBA with respect to discipline as it relates to career service employees, including the requirement that discipline of career service employees shall only be for "just cause". Further, the City recognizes that this requirement applies with equal force to any discipline based upon evidence obtained by virtue of the observation of events through the use of surveillance cameras or equipment owned or maintained by the City and/or its agents. The City also recognizes the Unions right to challenge any discipline of career service employees in accordance with the grievance and arbitration procedures set forth in the CBA.

2. The Union acknowledges the City's compelling interest to operate and employ surveillance cameras/equipment in the workplace and other public areas to capture criminal conduct, deter prospective crime, enhance public safety and protect public property. As such, the operation and use of such equipment constitutes a legitimate and permissible exercise of the City's managerial authority.

3. In the event that the City observes "real time" events through the use of surveillance cameras/equipment that suggest the possible occurrence of a minor disciplinary infraction, and before any disciplinary measures based on said observation have been taken, the City will normally ask an appropriate supervisor to investigate by visiting the scene observed and speaking with the employee(s) in question, provided that a supervisor is available to respond and is located a reasonable distance from the scene observed. When the supervisor investigates the scene observed, every effort will be made to correct the problem without disciplinary action. However, this does not limit the City's ability to issue discipline in the event it determines that discipline is warranted. For the purpose of this agreement, "minor disciplinary infraction" means any infraction resulting in the City's issuance of discipline to the employee of a one (1) day suspension or lesser discipline.

4. To the extent that the City intends to rely on videotape evidence obtained from a surveillance camera as a basis for discipline or involuntary discharge of any career service employee, the City will permit, upon written request, the employee and the Union an opportunity to view the videotape as part of the pre-disciplinary process described in Section 7.1 of the CBA.

5. In the event the Union decides to pursue a grievance in relation to discipline issued to an employee that involves the use of surveillance cameras or equipment, the City shall, upon written request, provide the Union with a copy of the video surveillance.

6. The City agrees that surveillance cameras shall not be installed in areas afforded statutory protection and traditionally recognized as private, such as locker rooms, changing areas, rest rooms, or other areas explicitly prohibited by law.

7. The City agrees to notify employees of the existence of surveillance cameras by posting of notices to employees. This requirement shall be deemed satisfied upon such posting, notwithstanding any possible subsequent defacing or removal of such notice by anyone other than the City.

8. The parties agree that nothing in this letter of agreement shall be construed as the City's waiver or the limitation of its right to discipline any employee based upon evidence it deems appropriate in any case, or of its right to present such evidence in support of any discipline. Nor shall anything in this letter be construed as a waiver by the Union of its right to challenge any discipline of any career service employee in accordance with the terms of the CBA, the Illinois Public Labor Relations Act, and other applicable laws.

If this letter accurately represents your understanding and agreement regarding these procedures, please sign below to signify the Union's agreement to the foregoing.

Sincerely,

Joseph P. Martinico
Chief Labor Negotiator
(312) 744-5395

Acknowledged and agreed this day of July, 2012

Matthew Brandon
Secretary-Treasurer
SEIU Local 73