COLLECTIVE BARGAINING AGREEMENT

Between

LOCALS 1001 and 1092
of the LABORERS INTERNATIONAL UNION
OF NORTH AMERICA

and

CITY OF CHICAGO

Effective July 1, 2022
through
June 30, 2027

Ratified by City Council on: September 18, 2023

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A G R E E M E N T

PREAMBLE

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation, herein referred to as the "Employer" or "The City", and the following local Unions, County, Municipal Employees, Supervisor's and Foremen's Local 1001, and Water Pipe Extension, Bureau of Engineering Laborers Local 1092, herein referred to as the "Unions" or the "Locals".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Unions, establish equitable and peaceful procedures for the resolution of differences and establish wages, hours, and other terms and conditions of employment. If there is any difference between the terms of the local Agreement and the Master Agreement between the Employer and the Coalition (hereinafter referred to as the "Master Agreement"), then the terms of this Agreement shall take precedence over any terms in the Coalition agreement.

The Employer and the Unions encourage the highest possible degree of practical, friendly, cooperative relations between their respective representatives at all levels. The officials of the Employer and the Unions realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for

respective rights and responsibilities of both the Employer and the Unions.

ARTICLE 1
RECOGNITION AND INTEGRITY OF BARGAINING UNITS

Section 1.1 Recognition

The Employer recognizes the Unions as the sole and exclusive bargaining representatives for all employees in their respective bargaining units with respect to wages, hours and all terms and conditions of employment.

This Agreement covers all classifications and employees in the bargaining units as established by the Agreement of the parties dated March 6, 1984, enacted as an Ordinance of the City Council of the City of Chicago, dated May 30, 1984 consisting of the classifications listed in Schedule 1 of said Agreement and the classifications referred to in all side letter agreements concerning said bargaining units which shall be added to and made part of this Agreement. Said classifications are set forth in Appendix A.

The Employer recognizes the integrity of the bargaining units. With reference to the bargaining units described in Schedule 1 and referred to throughout this Agreement, it is further understood and agreed that the historical bargaining units set forth opposite each Union's respective name in Schedule 1 are descriptive and those units shall not be undermined, affected or modified by any unilateral Employer action including any changes

or future changes in job titles or classifications as further described in Appendix A, unless otherwise provided in this Agreement. The Employer will not assign bargaining unit work including all work currently being done by members of the bargaining units, to the jurisdiction of another bargaining unit (Local, Coalition or City) without the mutual, written agreement of the Unions involved except as provided in Section 1.2.

Section 1.2 Unit Work; All Unions Bound

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 prior to February 13, 1986 performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental or testing duties, to do trouble-shooting or where special knowledge is required, provided however, where employees do not report to work because of vacation, 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 local union shall not perform the work of said employees. For example, if a laborer is on vacation, a truck driver shall not be assigned as a replacement laborer.

No supervisor or member of management may perform bargaining unit work, including on overtime, except as permitted by the current practice of the parties as set forth in Section 1.2 above.

The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency. This Section shall apply to any union which represents a unit of the Employer's employees. Any assignments under this Section shall be temporary in nature except as provided in Section 1.2.

Notwithstanding the foregoing, it is understood that it shall not be a violation of this Agreement if the following functions are performed by members of management, regardless of whether they are also performed by the bargaining unit: (a) crew assignment and scheduling; (b) work inspection; (c) discipline; (d) ordering of equipment and materials from vendors. Nothing herein shall deprive members of the bargaining unit of the right to perform historical and traditional unit work; nor shall the City lay-off a bargaining unit employee for the purpose of replacing that person with a member of management.

Section 1.3 Abolishment of Job Classification

If the Employer intends to abolish an existing job classification within a department or bargaining unit, the Employer shall notify the Union(s) affected as soon as it is known and, upon request, meet and discuss the Employer's intention. The Employer shall advise the Union(s) 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 bargaining unit, including but not limited to instances where the City retains the title for possible future use. Any Employee for whom there is no more work as a result of such abolishment shall be treated as an employee who has lost his/her job as a result of technological changes in accordance with Section 21.4 of this Agreement.

Section 1.4 New Classifications or Successor Titles

A. The Employer shall promptly notify the appropriate Union(s) within 45 days of its desire to establish a new classification or a successor title to any present classification, including a new or successor title to cover duties being performed by a member of the bargaining unit. No title which is already in use in another bargaining unit in the City shall be used as a successor title. Where the successor titles are used to clarify employee duties within bargaining units or where there are no changes in duties or where the new classification or successor title involves "de minimis" changes in or additions to present duties, such new classification or successor title shall automatically become a part of this bargaining unit and shall be covered under this agreement. Further, the wage rate for such new

classification or successor title shall be the wage rate of the predecessor classification.

B. If the proposed new classification is a classification within the unit and involves new, different or substantial changes in duties (including additions and/or deletions) from existing job classifications in the unit, the Employer shall meet with the appropriate Union(s) to discuss the new classification and the rate of pay assigned by the Employer. No duties may be removed from any present bargaining unit classification or title and assigned or reassigned to another bargaining unit without the written consent of the Union affected. The following covers situations where changes are non de minimis: where new duties are being added to a bargaining unit title, where the union consents to consolidation of classes, or where the proposed classification represents new work for the bargaining unit and the Employer and the Unions(s) cannot agree upon a rate of pay within 30 days of the notice of the proposed new classification, the rate of pay for such new classification will be arbitrated according to the arbitration provisions of this Agreement. If at any time prior to the Arbitrator's decision, the Employer chooses to fill or implement this new classification, the Employer may temporarily assign a rate of pay. The Arbitrator shall review the rate of pay by comparing it to the pay rates, responsibilities and working conditions of other Employer classifications, the labor market,

and any other factor the Arbitrator determines to be relevant. The Arbitrator shall decide whether the pay rate decision by the Employer was reasonable. If the Arbitrator decides the Employer's pay rate decision was not reasonable and the Arbitrator decides to increase the rate of pay, the increase shall be made retroactively to the date this new classification was established. If the Arbitrator decides to decrease the rate of pay the decrease shall become effective as of the next pay period following the Arbitrator's decision.

The filling of a vacancy in any such classification shall be in accordance with Section 15.1 of this Agreement.

C. Present Personnel Rule 26 shall not be used to circumvent the provisions of this section.

D. Seniority. Where the present employees are placed by the Employer in a new classification under subsection 1.5 or remain in a successor title or classification under subsection 1.4, 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.

Section 1.5 Assignment of New Work to Bargaining Unit

Whenever the City intends to establish a new job classification or undertakes to perform new work that may not be within the duties of a current bargaining unit classification, or makes various technological improvements in the manner in which an

employee does his job, it will advise the Union in writing at least 45 days in advance, describing the new title and duties and providing a job description or equivalent description of duties. The City shall first consider whether such work is within the scope of work that has traditionally been performed, or which is currently being performed, by one of the bargaining units. If so, such work shall be assigned to a present or new classification within one of these bargaining units. If the City after determining that the work is not within the scope of traditional Laborer bargaining unit work decides not to include the new work within one of the present Laborer bargaining units and a dispute arises, the dispute shall be submitted to the Illinois Local Labor Relations Board for resolution.

Section 1.6 Jurisdictional Disputes

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

In the event this dispute remains unresolved and is submitted to arbitration, the provisions of Article 4 herein regarding arbitration of grievances shall apply, except that in addition to the Employer and the Union, the other affected union(s) shall have the opportunity to participate in the hearing and to present evidence, but shall not be bound to the results of that arbitration unless all parties so agree in advance of the hearing.

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

The Employer shall have the right to invoke arbitration of the dispute under the provisions of the grievance and arbitration procedures contained in Article 4 of this Agreement, except that the Union and the other affected union(s) shall select the

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

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

Section 1.7 Labor-Management Committee Meetings

For the purpose of maintaining communications between the parties, and to discuss any relevant subject of mutual concern, but excluding specific grievances, proposed changes to the Agreement, and specific matters covered by a different committee process, the parties will hold Labor Management Committee meetings on a quarterly basis. The Committee will consist of appropriate

representatives of each Local Union that is a party to this Agreement, and appropriate representatives of the City, including representatives from the Department of Human Resources/Labor Relations, the Law Department, the Office of Budget and Management, relevant operating departments, and other appropriate representatives, as needed. Relevant subjects of mutual concern to be discussed may include matters formerly handled by the Committee on Continuous Process Facilities, the Labor Management Training Committee, and the Emergency Call Out Plans Committee.

ARTICLE 2
UNION RIGHTS

Section 2.1 Right of Access

Duly authorized Officials to the Union will be permitted during normal working hours, to enter Employer facilities or be present where City work is being performed for purposes of handling grievances or investigating complaints pursuant to the collective bargaining agreement, observing conditions under which employees are working, meet with employees for these purposes or for the administration of this Agreement. The Union will not abuse this right and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer can establish reasonable rules of access in conformance with the purpose of Section 2.1. By mutual agreement between the Union and

the Employer, the Union may call a meeting during working hours to prevent misunderstandings, resolve or clarify a position.

Section 2.2 Union Stewards

The Union will advise the Employer in writing promptly upon ratification of this Agreement of the names of the Stewards in each department or work location and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors shall not unreasonably withhold permission to the Stewards to engage in such activities.

Union Stewards shall not be discriminated against because of their activities on behalf of the Union; nor shall they be transferred. Union Stewards shall not be detailed from their Bureaus other than in an emergency, unless the Steward agrees. The Union shall cooperate with the Employer to ensure the ability of Stewards to perform the job. In the event of a layoff, all employees acting as Union Stewards shall be the last laid off in the affected job classification.

Section 2.3 Employees

Employees shall, after giving appropriate notice to their supervisors, be allowed reasonable time-off with pay during working hours to attend hearings and meetings if they are called by and agreed to by the Employer, if such employees are entitled or required to attend because they are Union representatives, stewards, witnesses, or grievants. A designated employee representative shall be permitted to attend grievance step discussions, and arbitrator hearings. An employee who is subject to a proper subpoena shall be granted a leave of absence with pay to attend the hearing provided the employcc dcposits his subpoena fee with the City Comptroller.

Section 2.4 Union Business and Activities

Local Union representatives, officials appointed or elected by the Union not to exceed sixteen (16) 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 at the employee's option.

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

supervisor, adjust the employee's schedule to permit such attendance.

Local Union representatives not to exceed 16 will be permitted to attend State or International Laborers' and/or Building Trades conventions without a loss in pay for the time spent in route to and from and attending the convention up to three days for one state convention and up to seven days for one national convention. Such time off shall not be detrimental to the employee's record in any way.

Section 2.5 Union Leave of Absence

The Employer shall grant request for leaves of absence for up to 16 employees for the purpose of service as Laborer Representative or officer with the International, State, District Council or Local Organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the Employer. While on such leave the employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee. Such employees may maintain their participation in pension programs including retroactively, provided the employee and/or the Union makes the full contribution.

In the event the Employer hires at one time in excess of 200 additional employees in any one year under a Federal or State grant, an additional employee for each 200 hired, may be granted

a temporary leave of absence for the term of such program. Such leave shall not be unreasonably denied. The Union shall, where possible, give the Department Head 30 days' written notice requesting said leave(s). During such Union leave said employees shall continue to accumulate seniority and shall be eligible for and shall receive all benefits as if they were fully on duty, including but not limited to, pension accruals, only if the Union reimburses the Employer for all such employment costs on or before December 31 of each year.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Union Pension Fund Trustees who have been duly elected and/or appointed to a City/Municipal Pension Fund (including but not limited to the Municipal and Laborers' Funds) shall be granted leave without loss of pay to attend Pension Fund Trustee meetings that take place during their regularly scheduled shift.

Section 2.6 Information to Union

The Employer will provide to the Union Bargaining Unit, Dues and Hours reports for its bargaining unit employees, which will contain, at the minimum, the following information:

- Payroll period
- Payroll Number
- Employee number

- Name
- Title code
- Overtime dollar amount per pay period
- Gross pay per pay period
- Contact information (i.e. home address, work, home, and cellular phone numbers, work and personal email, if available)
- Date of hire and continuous service date
- Base hourly rate
- Worksite location, if available

This information will be sent or provided to the Union electronically following the conclusion of each pay period. To ensure the safety and security of the information the City will make a secured transfer protocol (SFTP) available to the Union to receive the information.

Personnel Transactions

If the Employer develops any technical improvement in the collection and/or reporting of information provided to the Union under this Section (2.6), the Union shall have the advantage of any such improvement by receiving information and/or reports in the new or improved form.

Right to Request Information

Nothing provided in this Section shall limit the Union's right to request information regarding a specific dispute or grievance

under any other Article of this Agreement, or under the law, for the purpose of administering this Agreement.

Section 2.7 Bulletin Boards

The employer shall provide bulletin boards or space on bulletin boards at each employer physical site, the number, size and location to be mutually agreed upon by the employer and the union within 90 days after execution of this agreement. Said bulletin boards or space shall be for the sole and exclusive use of the union for union business. All postings required by this agreement shall be on such bulletin boards. Posted material shall not be abusive, inflammatory or of a partisan political nature, but may describe issues involved in hearings or results of hearings. Posted material shall be signed and dated prior to posting.

Section 2.8 Backpay Awards

Whenever an employee shall be entitled to an award of back pay from an arbitration award or settlement agreement, a check in the appropriate amount, together with the method of calculation, shall be forwarded to the Union's designee for distribution to the Employee. The Union shall deliver said check to the employee within fifteen (15) calendar days of its receipt. Dues payments, if any, shall be remitted separately.

Such payments to employees shall be made within a reasonable time after the award is received by the Employer, the grievance is

settled or the end of the proceeding from which the award is derived, but in no event shall such time for payment exceed sixty (60) days from the end of any period of disputed calculation, unless mutually agreed by the parties.

ARTICLE 3
RULES OF CONDUCT CHANGES

No changes or additions to rules of conduct shall be implemented without prior publication and notice to the affected employees.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within 20 calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its view and discuss the proposals with the Employer. The Union will have waived its right to contest the reasonableness of the proposed rules of conduct whenever the Union fails to discuss its objection with the Employer during the twenty-day period allotted for Union comments.

ARTICLE 4
DISCIPLINE AND GRIEVANCE/ARBITRATION

Section 4.1 Disciplinary Action

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board

hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 7 days from receipt of the notice to appeal. If the employee does not file an appeal within the 7-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the employer to retain the employee on the payroll beyond the 30-day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) It is the policy of the Employer that discipline administered by it shall be corrective and progressive where

appropriate. Consistent with this policy, the Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension 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 and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and the Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline.

In cases or oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee 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. Employer's failure to satisfy this Section 4.1 shall not in and of itself result in a reversal of the Employer's

disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file. The employee shall have the right to make a response in writing which shall become part of the employee's file.

(d) 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 substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within thirty (30) calendar days of the employer being made aware of the alleged rule

violation. For the purposes of this Section, the term "non-egregious offense" shall not include indictable criminal offenses, gross insubordination, residency issues, or drug and alcohol violations. Thereafter, the employee shall be granted a pre-disciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

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.

Section 4.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1. Within 5 working days after an employee receives written notice of any proposed disciplinary action, including a

suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the union and employee. Discipline shall be administered as soon as possible after the employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the Employer will provide the Union with written notification of the disciplinary action taken, and the employee may request in writing to the department head a review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline to the employee. Said review form shall be printed on the back of or attached to the notice of discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of the employee's receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2. Within three (3) working days or any mutually agreed upon extension after the department head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 4 and the Union shall so notify the Employer. At the meeting, the department will give the basis for its action and the employee and union representative, if any, will be heard and provided the opportunity to ask questions. The department head or designee shall surrender a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision, will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision

within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union.

Step 4. If the matter is not settled at Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 4.4, Step III.

Section 4.3 Conduct of Disciplinary Investigations

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

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

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

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

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

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

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

not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

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

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

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall

be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

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

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

L. This Section shall not apply to employee witnesses.

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

the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action, except as provided in paragraph O(2) below. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist.

O. (1) Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section 4.3, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

(2)(a) Notwithstanding the provisions of paragraph N above, at the option of the Union, a claim that the Inspector General has violated the provisions of this Section may be raised in a suppression hearing before a member of the permanent hearing panel listed herein, rather than in the disciplinary hearing as required in paragraph N above.

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who

must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

(2)(c) The suppression hearing shall be convened within thirty (30) calendar days of the selection of the panel member, or at such other time as thc parties may mutually agree. The arbitrator's jurisdiction shall be limited to determining if the Inspector General obtained evidence or statements in violation of paragraph O(1) above, and if such evidence should be suppressed. The arbitrator shall have no authority to rule on the merits of any underlying discipline or take any other action beyond that specifically set forth in this subparagraph.

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

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

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.

Section 4.4 Grievance and Arbitration

Except as in disciplinary provisions of Sections 4.1, 4.2 and 4.3 above, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I - IMMEDIATE SUPERVISOR

A. The employee or the Union shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee or the Union may submit the grievance in letter form, within twelve working days of either the employee or the Union having knowledge of the event which gives rise to the grievance. The employee or the Union will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to the employee's immediate supervisor. It is understood that if the employee has knowledge of the grievance more than twelve working days than the Union, the Union shall

not thereafter file any grievance with the Employer concerning that same issue and involving that employee. It is further understood that if an employee is the beneficiary of an alleged contract violation, and therefore files no grievance concerning that issue, the Union is not precluded from filing a timely grievance over that issue if it does so within twelve working days after it knew or should have known of the alleged violation.

B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the union in writing of the decision.

Step II

A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the union will permit

immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their respective positions with respect to each grievance pending at Step II, and attempt to amicably resolve as many grievances as possible. The Department Head or the Department Head's designee shall have the requisite authority to resolve grievances during the Step II meeting. No grievances will be discussed at more than one Step II meeting, unless the City and the Union mutually agree that further meeting and discussion would be beneficial. Nothing in this paragraph shall be construed to relieve the City and the Union from their obligations to otherwise process and respond to grievances in accordance with this Article.

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of the completion of the Step II meeting.

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

D. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

E. If the grievance is not settled at the second step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

F. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

G. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the

instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

Step III - ARBITRATION

If the matter is not settled in Step II the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate to the designated representative from the Employer's operating department, with copies of the request to the designated law department representative and counsel for the Coalition Unions, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the

reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party

requesting the reporter unless the parties agree to share such costs.

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

A. ADVANCED GRIEVANCE STEP FILING

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, or which the Union believes which would be

resolved more expeditiously, may be filed at the option of the grievant/union at Step II.

B. PERTINENT WITNESSES AND INFORMATION

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance

at a time when the employee is not scheduled to work such time shall be considered time worked.

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

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as possible from the date the parties agreed to submit the grievance to expedited arbitration. The parties agree to waive the stenographic recording of the hearing and the filing of post-hearing briefs. Pursuant to the parties' agreement, the arbitrator shall issue either an oral decision at the close of the hearing or a written decision within twenty (20) days of the date of the hearing. The arbitrator's decision shall be final and binding on all parties to the dispute.

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings,

the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

ARTICLE 5
NON-DISCRIMINATION

Section 5.1 Equal Employment Opportunities

The Union and the Employer agree to work cooperatively to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect in said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely affect the seniority provisions of this Agreement.

Section 5.2 No Discrimination

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

Section 5.3 Grievances

Grievances by employees alleging violations of this Article shall be resolved through the Grievance procedure of this Agreement.

Section 5.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act

("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 4 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 6
HOLIDAYS

Section 6.1

a. Full-time hourly employees shall receive eight hours straight-time pay for the holidays set forth below:

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

b. 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's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Casimir Pulaski Day
6. Memorial Day
7. Juneteenth
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

c. Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation selection procedures set forth in Article 10 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on

such designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

d. The benefits set forth in (a), (b) and (c) above shall be paid 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 or tardy from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on a paid holiday under the Agreement, except for Christmas, New Year's Day, and Dr. Martin Luther King's Birthday, he/she shall be paid at the rate of two and one-half (2 ½) times his/her regular hourly rate (which includes holiday pay) for all hours worked.

An employee working on Christmas, New Year's Day and Dr. Martin Luther King's Birthday shall be paid at the rate of two (2)

times his/her regular hourly rate (which includes holiday pay) for all hours worked plus 8 hours off with pay (compensatory time) if the employee is a full-time employee and pro rata time off if the employee is a part-time employee.

If a full-time hourly employee is not required to work on a paid holiday under this Agreement, such employee shall be paid eight hours at his/her regular straight time hourly rate for such holiday.

Section 6.3 Determining Work Days as Holidays

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

Section 6.4 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.5 Holiday Observance

Except for employees whose regularly scheduled workweek 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 workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day. Whenever 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, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid, such as receiving pay for sick days.

Section 6.6 Use of Compensatory Time

Any banked overtime and/or compensatory time which employees have accumulated as of June 1, 2018 in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

Use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any

calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 7
LEAVES

Section 7.1 Leaves with Pay

Section 7.1.1 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 consecutive work days. If the deceased resided or passed in a state not contiguous to Illinois or another country and the employee is traveling to that state or country, the employee shall be entitled to a maximum of five consecutive work days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation. Bereavement leave must be taken within sixty (60) days following the date of death.

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

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, 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 7.1.2 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 the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the

period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits 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.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 7.1.3 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 7.1.4 Sick Leave

Effective January 1, 1998 and thereafter, salaried employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. Effective thirty (30) days after ratification of this Agreement and thereafter, all other employees shall accrue sick time at the rate of one half (1/2) day for each month of employment, sick time for such employees shall

be used consistent with the use of VVS Days. Unused sick time may be rolled over from year to year. Employees may use up to six (6) days of sick time per year for the bona fide illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. In the event an employee experiences a serious health condition within the meaning of the Family Medical Leave Act, upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the serious health condition. Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

Sick Leave Policy Addendum: The City shall continue the Sick Leave Policy Addendum that became effective January 21, 2022, and it shall not terminate or alter the terms of that Addendum before

at least thirty (30) days after the ratification date of this Agreement.

Section 7.1.5 Paid Parental Leave

An employee wishing to take paid parental leave must apply and be eligible for Family Medical Leave Act (FMLA) leave. An employee is eligible for FMLA leave if they have been employed by the City for at least twelve (12) months before taking the leave and worked at least 1250 hours during the 12-month period immediately prior to the leave. Effective January 1, 2023, eligible employees may be granted the following paid parental leaves, in conjunction with and as a part of an approved FMLA leave:

- Up to twelve (12) work weeks of paid parental leave for either the birth of the employee's biological child or children, (including the employee's biological children born using gestational surrogacy), or for the adoption or foster of a child or children by the employee. Any paid parental leave is to be taken within the first year following either the child or children's date of birth, or the initial date of placement in the employee's home in the case of adoption or foster care. Paid parental leave may only be taken once per birth or placement event and must be used before a biological child turns one (1) year old or prior to the one (1) year anniversary for initial placement in the case of adoption or

foster care. Any unused paid parental leave will be forfeited at the end of such a rolling year period.

- Up to eight (8) work weeks of paid leave for employees who are acting as gestational surrogates for their own recovery for routine childbirth. If postpartum complications arise that require additional leave, the employee may receive a maximum of twelve (12) work weeks of paid leave, provided that sufficient medical certification is provided to the employee's department. Such paid leave may only be taken once per birth event and must be taken within one (1) year following the event. Any unused paid leave will be forfeited at the end of such rolling year period.

For eligible non-salaried employees compensation shall be based on the employee's scheduled work hours.

Procedures for requesting and returning from paid parental leave, including complying with the leave process, are governed by the City's Paid Parental Leave Policy.

Notwithstanding any other provision of this agreement, paid parental leave shall be granted as part of an approved FMLA leave.

Section 7.2 Leaves Without Pay

Section 7.2.1 Personal Leave

Non-probationary employees may apply for leaves of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority

shall accumulate for employees on said leaves. Employees who return from said leaves shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job 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.

Bargaining unit employees who have completed their first 12 months of employment and who have worked 1,250 hours in the preceding 12 month period shall thereafter be entitled to family and medical leave for a period of up to twelve (12) work weeks during any twelve (12) month period for any of the following reasons:

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

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

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

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

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue.

Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

Section 7.2.2 Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted in increments of a minimum of one (1) week for up to three (3) months, provided said leaves shall be renewable for 3-month

periods. The employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job/classification according to the following schedule. If an employee returns within six (6) months of the start of the leave, the Employer shall reinstate the employee to his/her previous geographic location and job assignment. If an employee returns from leave more than six (6) months but less than one (1) year from the start of the leave, the employee may request the right to return to his/her previous geographic location and job assignment, which request shall not be unreasonably denied by the Employer. In addition, the employer will return an employee to the same geographic location of his or her previous job assignment for a period of up to one year after the start of the leave. If the employee's former job 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 layoff, recall and break-in-service provisions in this agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

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

An employee returning from medical leave of absence on his/her scheduled return date will be reinstated on the next regularly scheduled work day following that return date, provided the employee complies with all of the Employer's conditions of returning to work. In the event an employee desires to return to work before his scheduled return date, the Employer will reinstate the employee not later than fourteen (14) days following the

Employer's receipt of the employee's written request to return to work and an accompanying doctor's note, assuming no dispute as to the employee's fitness for duty.

Section 7.2.3 Duty Disability Leaves

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten 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, and assignment, in accordance with the Employer's historical practice, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

The Employer will mail the initial Duty Disability payment within fourteen (14) days of the Employer's designated medical officer being advised by the employee or his physician of the

occurrence of a job-related injury, provided that there is no dispute as to employee's entitlement to Duty Disability.

Section 7.2.4 Return from Leaves

All employees who return from leaves of absence shall, as a condition of their return, have the present ability to perform the required work to the Employer's satisfaction without further training after a reasonable amount of orientation. If the employee returns from a leave of absence of 30 days or less, the Employer will make every effort to return the employee to the employee's same or similar position and location.

Section 7.2.5 Education Leave

If employees are required by the Employer to take courses on a part-time basis so as to retain their present position, such employees shall be reimbursed for the full costs of tuition. If employees are required by the Employer to attend such courses during the regular work day, the Employer shall grant such employees time off without loss of pay to attend such courses. If employees are required by the Employer to take courses on a full-time basis so as to retain their present position, such employees shall be granted a leave of absence without loss of pay and shall be reimbursed for the full costs of tuition.

ARTICLE 8
RECORDS AND FORMS

Section 8.1 Attendance Records

An employee upon reasonable advance notice shall have the right to review his/her time and pay records on file with the Employer but shall not be able to review the time and pay records of other employees. Upon reasonable advance notice, the Union shall have the right to review employee time and attendance records in order to administer the collective bargaining agreement.

Section 8.2 Personnel Files

The Employer shall notify the Union as to what constitutes the employee's official personnel files. The Employer's personnel files, which shall include information such as tax withholding records, personal action reports, performance evaluations, letters of accommodation or complaint, health insurance information and which shall further include all information and investigative reports, if any, which formed the basis of any adverse personnel action or discipline against the Employee, shall be available for inspection, as provided herein, during hours determined by the Employer, except if excluded by law or ordinance. The personnel file, upon request of the Union, shall be immediately available for inspection. In those instances in which the file is not in its assigned location, then said file must be obtained and supplied to the Union in no more than five (5) working days. An Employee must receive access to his or her file no later than five (5)

working days from the date of the request. Reasonable requests by the employee or the Union to copy documents in the file shall be honored at cost to the requesting party. Material and/or matter not available for inspection shall not be used in any manner or any forum adverse to the employee's interest.

Section 8.3 Contents

No information may be used against an employee in any adverse way or disciplinary proceeding until it has been made part of the official personnel file or provided for inspection.

The employee may have placed in his/her personnel file a rebuttal to anything placed in said file.

Section 8.4 Employee Notification

A copy of any disciplinary action or material related to employee performance which is placed in the official personnel file shall be served upon the employee in person (the employee so noting receipt) or, sent by certified mail (return receipt requested) to the employee's last address appearing on the records of the Employer. It is the obligation of such employee to provide the Employer with his/her current address. Employees who provide the Employer with any change of address in writing shall receive a date-stamped receipted copy from the Employer, and a copy of such receipt will be mailed to the office of the appropriate local Union.

Section 8.5 Undated Forms

No Supervisor or other person in a position of authority shall demand or request that an employee sign an undated resignation on a blank form. No employee shall be required to sign such an undated or incomplete form of any kind.

Section 8.6 Incomplete Forms

Any information placed on a form without the employee's knowledge, or any modification or alteration of existing information on a form subsequent to the form having been signed by the employee shall be null and void. No such information shall be used against an employee in any hearing or proceeding or for any adverse purpose. Any employee required to sign any form prepared pursuant to this Agreement shall be given a copy of it at the time the employee signature is affixed.

Section 8.7 Telephone Numbers

The Employer shall not release an employee's phone number and/or address to non-work related sources without the employee's permission. The City Council of the City of Chicago and its committees in the exercise of its legislative authority shall be considered a work related source within the meaning of this Section.

ARTICLE 9
HOURS OF WORK AND OVERTIME

Section 9.1 Purpose

This Article is intended to define the work week, establish schedules and serve as the basis for the calculation of overtime. It shall not be construed as a guarantee of work or hours for any day or week except as expressly provided herein. Under no circumstances shall hours be changed solely to avoid the payment of overtime.

Section 9.2 Definition of The Work Week

Section 9.2.1 Non-Salaried Employees

For all non-salaried employees the normal work week shall consist of five (5) consecutive eight (8) hour days, with an additional one-half hour unpaid lunch period to be scheduled by the Employer midway through the day, Monday through Friday, and two consecutive days off. Upon execution of this Agreement, such employees shall maintain existing schedules in accordance with current practice, except as to starting times under Section 9.3.1 or as provided in Section 9.3.2.

Section 9.2.2 Salaried Employees

For salaried employees the normal work week shall consist of five consecutive eight hour days, including a one hour unpaid lunch to be scheduled by the Employer midway through the day, Monday through Friday, with no reduction in rates of pay. Salaried employees who work with field personnel shall have the same lunch

schedule as the field personnel except where other salaried personnel have a one hour lunch schedule (in the same work unit but in a different bargaining unit).

Section 9.2.3 Refuse Collectors

Refuse collectors in the Bureau of Sanitation work a normal schedule under Subsection 9.2.1 from 7:00 a.m. to 3:30 pm., with one-half hour unpaid lunch. Refuse collection laborers shall upon reasonable request, perform traditional duties in accordance with past practices. In summer months the City may change the starting time to 6:00 a.m., under Subsection 9.3, in accordance with past practice.

Section 9.3 Starting Times

Section 9.3.1 Shift Schedules

Shifts of eight (8) hours per day, including one half hour of unpaid lunch periods, under Section 9.2 may be scheduled by the Employer within the following starting times:

First Shift	6:00 - 8:00 a.m.
Second Shift	2:00 - 4:00 p.m.
Third Shift	10:00 - 12 Midnight

Such scheduling changes shall reflect operational needs within Departments. Such changes in shift schedule starting times shall require fourteen (14) calendar days' notice in writing to the Union and the affected employees. Said notice shall specify the Department, Bureau, work unit, crew and/or individuals

involved and the change of starting time to be implemented. Employees shall not have their shift starting times changed more than eight (8) times in a calendar year.

An employee whose shift starting time is changed under this provision and who requires more than fourteen (14) days notice for serious personal or family reasons, may request additional time to change starting times and such requests shall not be unreasonably denied. If necessary, during such request period not to exceed ten (10) working days beyond the date contained in the notice, such employee's intended change of starting time may be filled by detailing under Section 15.5 of this Agreement, and the employee making such request may be assigned to fill the assignment of the detailed employee. The Union and affected employees shall be notified as soon as such detailing is determined.

Failure of a Department to give notice under this provision shall require the payment of premium time at the appropriate rate to all affected employees until this provision is complied with.

All changes in shift starting times made pursuant to this provision shall start on a Monday (or on the first day of the employee's current work week) and shall be for a minimum of one (1) work week.

Nothing provided herein shall mean that the normal work week provided in Sections 9.2.1 and 9.2.2 (Monday through Friday on

current existing schedules) may be changed without the express written agreement of the Union.

Section 9.3.2 Change of Shift Schedule

Whenever the City believes it is necessary to temporarily change (a) a scheduled shift assignment or (b) the starting time for such assignment outside the above listed normal starting times for shifts the Union and affected employees shall be given at least 14 days written notice and shall be advised as to the reason for the change(s) and the duration thereof. In an emergency the City shall give as much notice as possible. As soon as the temporary necessity is alleviated normal assignment and scheduling shall be resumed. The parties acknowledge and agree that changes under this subsection shall be limited to situations where changes in starting times are required because of State law, ordinance, regulation or safe working conditions. Temporary changes for reasons other than those described herein shall not be implemented without the written consent of the Union, provided that such consent shall not be unreasonably withheld. The appropriate rate of overtime shall be applicable to all hours worked before or after an employee's regularly assigned shift and no starting time or shift schedule will be established or altered for the purpose of avoiding payment of overtime.

Section 9.3.3 Permanent Changes in Shift Schedule

In the event the Employer desires to permanently change a scheduled shift assignment or starting time for such assignment outside the above listed normal starting times in Section 9.3.1 above, the Employer shall seek the Union's written consent, which shall not be unreasonably withheld. If the Union does not give its consent, the Employer may submit to expedited arbitration the issue of whether the proposed permanent change is reasonable. The Employer shall not implement the change until 30 working days after the Union's withholding of consent or receipt of the arbitrator's decision sustaining the reasonableness of the change, whichever occurs first, provided the Employer fully cooperates in the selection of an arbitrator and participation in a hearing within the said 30 day period. Otherwise the date of the award shall govern the implementation of the change.

Section 9.4 Call in Guarantee

Section 9.4.1 Outside Regular Working Hours

Employees called in outside their regular working hours shall receive not less than 2 hours work or pay at their appropriate overtime rate under 9.7, except that on the sixth day all hours worked outside regular starting times or quitting times shall be at double time and the seventh day shall be at double time. Employees scheduled for work outside their regular working hours shall receive not less than 4 hours work or pay at their

appropriate overtime rate under 9.7, except that on the sixth day all hours worked outside regular starting times or quitting times shall be at double time and the seventh day shall be at double time.

Section 9.4.2 Contiguous to Regular Working Hours

Where call-in is contiguous to the start of a shift, but begins less than four hours before the regularly scheduled shift, the two hour guarantee shall not apply, however, the employee shall receive overtime at the appropriate rate for the call-in time worked and the regularly scheduled shift shall not be shortened for the purpose of avoiding overtime.

Section 9.5 Reporting Pay

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

If the employee works more than two (2) hours, he or she shall receive a minimum of four(4) hours work or pay for that day. If the employee works more than four (4) hours, he shall be guaranteed eight (8) hours work or pay for that day. An employee who does not

complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 9.6 Notice of and Distribution of Overtime

(a) When overtime is scheduled beyond the regular workweek (e.g. Saturday, or 6th day where applicable; Sunday, or 7th day where applicable) the Employer will give employees so scheduled at least 23 hours advance notice. Emergency scheduling of overtime during the regularly scheduled work week only shall require 16 hours notice to employees and the Union. The advance notice requirements apply if such lead time is available to the Employer.

(b) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter to volunteers, with the most senior employee or volunteer in the job classification at the work location being given the opportunity to work. Where employees in a classification(s) are needed for overtime at a location where such employees are not ordinarily assigned, such overtime shall be rotated within the classification as equitably as possible, provided the employee has the present ability to perform the work. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may

mandatorily assign such overtime by inverse seniority. Each Department shall maintain and post overtime rotation lists, which shall be made available to the Union upon request.

(c) Employees in the classification at the work location 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 at the work location, have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in paragraph (a) of this Section.

Section 9.7 Payment of Overtime

Section 9.7.1 Payment

All overtime shall be paid in the next regular paycheck. All work performed in excess of eight (8) hours worked in any workday, including work required to be performed immediately before or after any scheduled workshift, shall be paid at one and one-half (1-1/2) times the regular straight-time rate of pay, except:

(a) All work performed in excess of 10 ½ hours worked in any workday, including work required to be performed before or after any scheduled workshift, shall be paid at two (2) times the regular straight-time hourly rate of pay, it being understood that only work scheduled within two and one-half hours immediately before or

after a shift, as the case may be, shall be subject to payment of overtime at time and one-half.

(b) All work performed during the first eight hours on the sixth day of any workweek shall be paid at one and one-half (1-1/2) times the regular straight-time rate of pay except as provided in Section 9.4.1.

(c) All work performed in excess of eight hours on the sixth day of any workweek, shall be paid at two (2) times the regular straight-time rate of pay.

(d) All work performed on the seventh day of any workweek shall be paid at double the straight-time rate of pay.

(e) Work performed by salaried employees between 35 and 40 hours worked per week (when such is not part of their regularly scheduled work week) which is not covered above, shall be compensated at straight time in the form of compensatory time.

Section 9.7.2 Compensatory Time

Employees exempt from the provision of the Fair Labor Standards Act shall not be entitled to overtime compensation, but shall continue to receive compensatory time off on an hour-for-hour basis for overtime hours worked in accordance with past practice, except under subsections (b),(c) and (d) above.

Section 9.8 Medical Attention

In case of an accident requiring medical attention during working hours, employees shall be permitted to go or be taken for

medical attention at once, and shall be paid for time lost that day.

In the event such injured employee is permitted to continue working by the doctor, but required to return for periodic medical attention during working hours by the Employer doctor, such injured employee shall be paid for time lost.

Section 9.9 Standby

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

Section 9.10 Deferred Compensation

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

Effective January 1, 2023, the Employer will continue to make contributions, on a dollar-for-dollar basis, under a 401(a) Plan (or any similar successor plan agreed to by COUPE) up to a maximum of $500 per year based on amounts deferred by each employee to the employee's 457 Plan. Such contributory obligation shall increase as set forth below.

Effective January 1, 2024, the Employer will contribute $1.50 for each dollar contributed by each employee under a 401(a) Plan (or any similar successor plan agreed to by COUPE) up to a maximum

of $750 per year based on amounts deferred by each employee to the employee's 457 Plan.

Effective January 1, 2027, the Employer will contribute $1.75 for each dollar contributed by each employee under a 401(a) Plan (or any similar successor plan agreed to by COUPE) up to a maximum of $875 per year based on amounts deferred by each employee to the employee's 457 Plan.

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

Section 9.11 Meals Scheduling

All employees shall receive their lunch break no later than 5-1/2 hours after they start work.

For employees who are scheduled to work a consecutive shift schedule past practice regarding meal scheduling, including payment, shall continue.

Section 9.12 Degree Days

(a) Local 1001. In accordance with current practice, in Departments which historically curtailed operations due to low temperature and/or other weather factors, the Standard Temperature Station will be the Airport determined by the Department. A Department will not change the traditional historic factors at which its operations have been curtailed without notice to and consultation with the Union.

Days off because of Degree Days will be credited for purposes of computing seniority and benefit entitlement. Days off because of Degree Days will be assigned first to all seasonal employees and then to probationary employees, and then, if necessary, on a rotating basis by inverse seniority to career service employees within the Bureau.

An employee scheduled for a Degree Day must continue to be told on the preceding work day to call the assigned Bureau or Department at least an hour prior to the normal starting time the morning of his/her Degree Day to ascertain whether he/she shall report to work. An employee shall have no claim under this Agreement if the employee fails to comply with this Section.

In the event that employees are sent home during the work day because of temperature or other weather-related factors, and there is a need for additional work to be performed in other locations, the Employer will assign such work to employees that otherwise may be sent home on a rotating basis of seniority.

(b) Members of Local 1092 will not be scheduled off because of Degree Days.

Section 9.13 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time

spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

ARTICLE 10
VACATIONS

Section 10.1 Vacation Eligibility

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

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

Section 10.2 Pro Rata Vacations

An employee shall be eligible for pro rata vacation if:

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

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (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 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 10.1 above and will be paid on a supplemental payroll as soon as practicable following the last day worked. 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.

Section 10.3 Forfeit of Vacation

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over vacation days (up to five (5) days of accrued and unused vacation days for employees with less than ten (10) years of service, and up to seven (7) days of accrued and unused vacation days for employees with ten (10) or more years of service) for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the

employer before December 15 of the vacation year. Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement. carry over vacation days must be scheduled in the then current year for use in the next year. Cancellation or re-scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks, and such carry over days must be taken on or before June 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th. Employees on duty disability shall retain any vacation leave earned prior to being placed on duty disability leave, together with all vacation time earned during the period of duty disability for the twelve (12) months following the date in which the person became disabled, and shall be entitled to use such vacation time within twelve (12) months following their return to work

Section 10.4 Termination

Employees who are terminated for cause are not entitled to any vacation pay not taken. An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation. Employees shall not earn vacation credit for any period during which they are on layoff or leave of

absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 14 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.

Section 10.5 Rate

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 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 the scheduled vacation is taken.

Section 10.6 Picks

Vacation picks will be granted by classification seniority among the employees in the same work location, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal work day, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses

incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

Section 10.7 Non-Consecutive Vacation Days

Employees may receive up to nine (9) of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 10.6 above (Vacation Selection). Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing

herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to nine (9) of their vacation days in each year of this Agreement as sick days to cover periods of bona fide medical illness or the illness of family members, who shall include (or may be expanded upon by the City): (i)mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

If due to a public health emergency an employee is required to care for a minor child whose classroom, school or daycare is

closed, unavailable or quarantined, an employee may use vacation time.

ARTICLE 11
CONTINUOUS SERVICE

Section 11.1 Definition

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

1. An unpaid leave of absence of one (1) year or less or layoff; or

2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 11.2 Interruption in Service

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

(1) absences without leave

(2) absences due to suspension

(3) unpaid medical leave of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

Section 11.3 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, 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 quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative (including such absences, following notice from the Employer of return to work, occurring after expiration of an approved leave of absence) unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 11.4 Probationary Employment

New employees, hired after ratification of this Agreement, will be regarded as probationary employees for the first twelve (12) months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer

after twelve (12) months shall be career service employees and shall have their seniority date 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 procedures, provided that,(1) after the first six (6) months of the probationary period, if the Employer intends to impose a disciplinary suspension on the probationary employee where the suspension would result in a loss of pay, prior to imposing the suspension, except in emergency or where the employee is unavailable, the Employer shall notify the employee and the Union and, upon request from the Union, will schedule a meeting with the Union and the employee to discuss and allow the employee to respond to the accusations, and/or (2) if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 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 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 11.3 of this Agreement. Seasonal employees who have worked without a break in service or who have works more than twelve (12) cumulative months and bid into (or otherwise become) career service position/employees, shall not have to serve the above twelve (12) month probationary period, but shall have an evaluation period not to exceed sixty (60) days, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during the evaluation period that the employee cannot perform the job, then he/she shall be returned to the seasonal position held just prior, displacing, if necessary, any employee who has been placed into said job. 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.

Section 11.5 Seasonal Employment:

A seasonal employee is an employee who is employed in a job title for a period not to exceed 180 calendar days for temporary work related to or caused by seasonal needs. Such appointments shall expire automatically at midnight on the 180th day. Such employees may be reappointed for temporary work related to or caused by seasonal needs, with the written concurrence of the Budget Director and Commissioner of Personnel, to an additional

thirty-day term which shall expire at midnight of the 30th day. One further said thirty-day reappointment for the same purposes may be made upon similar Budget Director and Commissioner of Personnel approval. The Employer shall notify the Union of the number and job titles of any such reappointments. It is understood and agreed that the hiring and retention of seasonal employees shall be at the discretion of the Employer.

Seasonal appointees shall not become Probationary Career Service or Career Service employees by virtue of length of service in a seasonal appointment.

Seasonal employees shall not be eligible for holidays, vacations, sick leave for salaried employees, vision care, dental, life and accident benefits, bereavement pay or jury duty, but will be provided with group health insurance under the same eligibility and conditions as other employees covered by this Agreement, except that elective medical care and pre-existing conditions, as those terms are defined in the standard group insurance policy, shall be excluded.

Seasonal employees shall be compensated at the same rate as career service employees. Seasonal employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures.

Seasonal employees shall be eligible for recall to seasonal positions in which they have accumulated either (a) four (4) months

of said seasonal service during the 1984-85 winter season, or (b) five (5) months of said seasonal service from and after July 1, 1983, provided that such employees:

1. shall not have received a negative evaluation during their last seasonal appointment and shall not have received (a) more than one written warning or (b) a disciplinary suspension in any Employer position;
2. shall be available, fit for duty and subject to the same pre-employment screening procedures as are new applicants for employment when recalled, and shall have the present ability without further training to immediately perform the duties of the position to which they are recalled;
3. shall not refuse recall. Upon recall, the employee shall promptly notify the Employer of his/her desire to return to work and shall be available to report for employment within seventy-two (72) hours of said notice or the employee shall be deemed to have refused recall;
4. shall have been recalled within one year of the expiration of their last seasonal employment; and
5. shall not have resigned or incurred a break in service during a period of appointment.

Employees who do not meet and continue to meet all of the five (5) conditions stated above, shall have their names permanently removed from the recall list.

Evaluations shall not be subject to the grievance procedure, except that the Employer shall not, after January 1, 1985, give a seasonal employee a negative evaluation for an arbitrary or capricious reason for the purpose of preventing the employee from becoming eligible for recall under this Section, and, only to that limited extent may such Employer action be subject to grievance.

A seasonal employee who is hired on an annual recurring basis within one year of his/her last termination; and who accumulated twelve (12) months of said seasonal service from and after July 1, 1983, shall not be a career service employee but shall receive the benefits under this Agreement which are given to probationary employees.

Effective January 1, 2001, a seasonal employee who is hired on an annual recurring basis within one year of his/her last termination, and who accumulates 12 months of said seasonal service, shall receive the benefits under this Agreement which are given to career service employees, and shall remit full contributions toward their health care coverage as set forth in Article 9 below.

Effective January 1, 2001, seasonal employees with less than 12 months of seasonal service will continue to receive their

current benefit package, but will pay a pro-rata share of the full contribution toward their health care coverage. The amount of that contribution shall be approximately 90% of the employee medical contribution for career service employees.

Following the ratification of this Agreement, the Employer will place all seasonal Sanitation Laborers who have more than one (1) year of continuous service as of the date of ratification into probationary career service sanitation laborer positions. After successful completion of six (6) months probation as per Section 11.5 above, those persons will become career service employees.

Effective upon ratification, in the event the Employer intends to impose a disciplinary suspension with respect to a seasonal employee with at least five (5) years of seasonal service, as defined herein, and where the suspension would result in a loss of pay for the employee, prior to imposing the suspension, except in an emergency or where the employee is unavailable, the Employer shall notify the employee and the Union and, upon request from the Union, will schedule a meeting with the Union and the employee. At the meeting the Employer will notify the employee and the Union of the contemplated disciplinary action and the reason(s) underlying it. The employee and the Union will be given the opportunity to respond to the accusations at the meeting. This meeting shall be informal and there shall be no witnesses present unless both parties agree. The Employer may, at its option,

conduct further investigation after this meeting. In the event discipline is imposed it shall not be subject to the grievance procedure, as nothing in this provision shall be deemed as altering the non-Career Service status of seasonal employees. This provision shall not apply where the suspension is the result of application of progressive discipline for violation of the Employer's time and attendance policies, provided that the Employer shall, upon request, provide the Union with copies of the employee's time and attendance record.

Upon request by either party made after one year from the date of ratification of this Agreement, the parties shall meet to discuss any proposed changes to this Section 11.5.

Section 11.6 Hand Laborers

Hand Laborers (6322) employed in the Department of Streets and Sanitation shall receive a pay rate equivalent to 60% of the Sanitation Laborer rate, effective as of January 1, 2000.

Hand Laborers shall receive the same group health insurance package as received by seasonal employees with less than twelve (12) months of seasonal service, and shall pay the same healthcare contributions. After twelve (12) months of continuous service, Hand Laborers will receive the same health insurance package and pay the same contributions as seasonal employees with twelve (12) months or more of seasonal service, but not the other benefits received by such seasonal employees. On a one-time only basis, on

the first day of the month following the effective date of this Agreement, all Hand Laborers then employed shall receive the health insurance package and pay the same contributions as seasonal employees with more than twelve (12) months of seasonal service.

Hand Laborers are not career service employees and may be disciplined or discharged as exclusively determined by the Employer. Such Employer action shall not be subject to the grievance procedure. Hand Laborers shall not become Probationary Career Service or career service employees by virtue of length of service in their position. The Employer will evaluate Hand Laborers from time to time, in order to provide them notice of their performance. Prior to terminating a Hand Laborer, except for egregious offenses as defined in Section 4.1(b) above, the Employer will issue a warning.

Section 11.7.1 Promotion to Sanitation Laborers

For Sanitation Laborer positions filled prior to the ratification of the new collective bargaining agreement, and pursuant to the terms of Section 11.7.1 of the 2003-2007 collective bargaining agreement, the Employer shall offer newly created vacancies in Sanitation Laborer positions first to persons who are employed as Hand Laborers, by order of seniority. Persons who accept the offer to become Sanitation Laborers shall serve a probationary period of one (1) year, during which time they may be disciplined or discharged as exclusively determined by the

Employer without resort to the grievance procedure. At the end of that one (1) year period, they shall become full career service employees. Hand Laborers who accept these Sanitation Laborer vacancies shall be paid at 70% of the then current Sanitation Laborer rate for the first year of their employment, and shall be paid at 80% of the then current Sanitation Laborer rate for the second year of their employment. At the end of their second year of employment as Sanitation Laborers, such persons shall be paid at the full Sanitation Laborer rate.

Hand Laborers who become employed as Sanitation Laborers under this Section shall receive the same benefits as probationary employees for the first year of their employment, and shall receive the same benefits as career service employees during the second year of their employment as Sanitation Laborers. Such persons shall perform the normal duties of Sanitation Laborer, provided, however, that the Employer will not assign a probationary Sanitation Laborer to the back of a particular truck without a non-probationary Sanitation Laborer on that same truck.

Section 11.7.2

Following ratification of the new collective bargaining agreement, the Employer will declare newly-created vacancies for Sanitation Laborer (TC 6324) positions, to replace all current Hand Laborer (TC 6322) positions performing work which the Employer determines is needed on a regular, year-round basis. These

positions will be offered first to persons who are currently employed in the Hand Laborer job classification, in order of seniority. Seasonal terminations of Hand Laborers will not begin until the end of the 2008 season. In addition, all current incumbent Hand Laborers who are still employed by the City as Hand Laborers as of October 31, 2008 will be offered Sanitation Laborer positions effective November 1, 2008.

All individuals who are hired as Sanitation Laborers (TC 6324) following the effective date of the new collective bargaining agreement will be probationary career service for the first six (6) months of their employment in the Sanitation Laborer title, and will then become career service following the end of that six (6) month period. During the first year of employment, all new Sanitation Laborers will be paid at a base rate equal to 70% of the full Sanitation Laborer rate. In the second year of employment, the rate will be 80% of the full rate. In the third year, the rate will be 90%. In the fourth year, these employees will receive the full Sanitation Laborer rate.

In the event that a break-in-rate Sanitation Laborer or General Laborer is the only Sanitation Laborer/General Laborer assigned to a refuse, recycling or compost truck, the hourly premium to be paid that Sanitation Laborer/General Laborer will be equal to the break-in-rate that is immediately greater than the Sanitation Laborer/General Laborer's current break-in-rate. If the

Sanitation Laborer is at the full rate, then the hourly premium to be paid that Sanitation Laborer will be equal to ten (10) % over that Sanitation Laborer's rate.

Section 11.7.3

If a current member of bargaining unit 53 or 54 is a successful bidder to a Seasonal status position and has at least twelve months of City Service within the bargaining unit, said member will not be required to repeat the 12 month requirement for purposes of earning probationary employee benefits under Section 11.5 of the CBA, including vacation accrual, health care, and holiday pay.

ARTICLE 12
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 12.1

a) 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, provided further, said benefits shall be at no cost to employees and their eligible dependents.

b) Employees who participate in the Employer; medical care plan or an HMO shall make the following contributions toward their

health care coverage, based on the applicable percentage of their base salary, subject to the then-applicable salary cap:

	Single	Employee + 1	Family	Salary Cap
July 1, 2020	2.7921%	3.4854%	3.9765%	$130,000

All contributions shall be made on a pre-tax basis and are payable on a per pay period basis.

c) 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.

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

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

f) Where both husband and wife or other family members eligible under one family coverage are employed by the Employer,

the Employer shall pay for only one family insurance or family health plan.

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

h) Consistent with the terms of the Employer's existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written

communication from the Employer or its insurance carrier, or some other similar advisory.

i) Effective January 1, 2019, prescription drug benefits shall be subject to an annual deductible of $35 per household. Effective January 1, 2021, prescription drug benefits shall be subject to an annual deductible of $75 per household.

Section 12.2 Joint Labor Management Cooperation Committee On Health Care

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Labor Management Cooperation Committee ("LMCC") pursuant 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 create this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Appendix C.

Section 12.3

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

a. Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of

the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

b. Appointment by the City and Coalition of a Co-Chair and Vice-Cochair as designated in the Trust Agreement.

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

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

Section 12.4

For purposes of this Article, an "employee" shall mean a City employee represented by signatory labor organizations of this Agreement. A "Coalition Union" means signatories to this Agreement which have executed a collective bargaining agreement with the City.

Section 12.5

The parties commit to implementing Medical Plan Design changes that will result in estimated savings of at least $3 million (as calculated with respect to the Coalition Unions) by 2020. The parties will work through the LMCC to identify changes that will result in the required savings. If, prior to January 1, 2020, the parties have not reached agreement upon the proposed

changes, each party will submit its offer of proposed changes and the amount proposed to be reduced, including the methodology for estimating the value of the proposed changes, to a mutually agreed upon arbitrator, who will be limited to selecting either the City's or the Coalition Unions' offer. The offer selected by the arbitrator will be binding on the parties and on the LMCC.

Section 12.6

The City agrees to provide representatives from the Coalition Unions information, such as the claims experience from the City retiree health plans, and other relevant data/information so that the Coalition Unions can explore the feasibility of establishing their own retiree health plan separate and independent from the City's plans that could cover certain City retirees in the future. Such information to be provided will include, but not be limited to, a census for the current non-Medicare retirees including the birthdate, gender, coverage tier (single, couple, family, etc.), and zip code of residence, as well as the claims information and enrollment counts for the last three (3) years. The Unions agree to execute any appropriate confidentiality agreements necessary for the release of such information. The parties understand and agree that the identity of any specific individual will not be ascertainable from the information supplied.

Section 12.7

The Employer and COUPE Unions will establish a working group to study the feasibility of creating eligibility for employees who retire to be afforded insurance coverage at the applicable COBRA rates until Medicare eligibility.

ARTICLE 13
LAYOFF AND RECALL

Section 13.1 Reasons for Layoff

The Employer shall have the right to lay off employees by reason of lack of funds, lack of work or abolishment of a position from the annual budget as approved by the City Council.

Section 13.2 Notice of Layoff or Reduction in Force

A. Preliminary Notice to the Union

Whenever the Employer becomes aware that a layoff may be necessary and begins to make actual plans to lay off, the Union shall be notified. Such notice shall state the reasons why layoff is being planned or contemplated and shall include, to the best of the Employer's ability, the titles and numbers of employees affected, the best estimate of the notice Date under Subsection B herein, and such other details as may be available. Upon written request of the Union the parties shall meet to discuss the Preliminary Notice.

B. Actual Notice to the Union

The Union shall be provided with at least 28 calendar days advance notice of a layoff, except in emergencies beyond the

control of the Employer, in which event, such notice shall be given as soon as reasonably possible after the Employer knows, but at least five working days before the effective date. Such notice shall contain the name, payroll number, position, classification, department, work location, if available in the Employer's records, and seniority date of each employee scheduled to be laid off.

C. Actual Notice to Employees

Each employee scheduled for layoff shall also receive written notice at least 21 calendar days in advance thereof, or, in emergencies, no less than five work days before the effective date of such layoff. Such notice shall advise the employee of his/her right to bump and other rights concerning vacation, compensatory time, health and other group insurance, pension rights, deferred compensation, unemployment compensation and any other information relevant to laid off status.

Section 13.3 Layoff Procedure

A. Volunteers

Volunteers for layoff or voluntary reductions in grade in lieu of layoff shall be permitted by the Employer before involuntary layoffs are made. Employees in the same classifications and departments in which layoffs are contemplated or scheduled shall be notified by posting concurrent with the actual notice under this Article. The Union may actively participate in the informing process and shall be allowed to hold

meetings at the beginning or end of the shift on work time and locations up to a maximum of 20 minutes for this purpose. Employees who volunteer shall do so in writing no later than 7 days after the volunteers are requested. If the layoff is canceled volunteer notices are void.

A volunteer shall remain in layoff status for the period of the layoff and shall be eligible to exercise recall rights under this Article.

B. <u>Order of Layoff</u>

Involuntary reductions in force shall be made in the following order: (1) seasonal employees, (2) provisional employees, and (3) probationary employees with less than 90 days of service.

Involuntary layoffs shall be made in the following order: (4) probationary employees with 90 days or more of service; and (5) career service employees.

The least senior employee in the affected job classification in the department shall be laid off first, provided the ability and qualifications to perform the required work are relatively equal among the other employees in the job in the department. "Seniority" shall mean, for the purposes of this Article, the employee's bargaining unit seniority. Employees shall retain and accumulate seniority while on layoff. If 2 or more employees have the same seniority date, the order of layoff shall be determined

by reverse social security number, with the smallest number being the most senior.

Section 13.4 Bumping

In the event of a layoff, an employee to be laid off shall have the following bumping rights in the sequence set forth below:

A. (1) An Employee subject to layoff shall have first preference to fill a vacancy, which exists at the time of layoff, in an equal or lower-rated bargaining unit classification first within the Employee's department, then in any other department in the bargaining unit, which the Employer has determined to be vacant, provided said Employee has the then-present ability to perform the required work without further training; and, further, provided the rights of Employees under this Article and under Article 15 and/or Section 21.4 have been exhausted in the unit in which the vacancy occurs. In the event that more than one Employee subject to layoff utilizes his/her rights under this paragraph, preference shall be given to the most senior Employee.

(2) A laid off Employee may displace (bump) the least senior employee, if any, in the most recent equal-rated or lower-rated title or titles the employee to be laid off had held in the Department in the order of the most recent held; or if none,

(3) The Employee may displace (bump) the least senior employee, if any, in any other equal-rated or lower-rated job title or titles the employee has held for 60 days or more, in the order

of the most recent held, in any other Department covered by the bargaining unit; or if none,

(4) The Employee may displace (bump) the least senior employee in any other title held for 60 days or more, in the order of the most recent held, in any other Laborers bargaining unit.

For provisions (2), (3) and (4) above, the least senior employee in the job title (same title code in the same department) shall be bumped out regardless of Laborers bargaining unit.

Employees bumping or filling a vacancy according to these provisions must have the then present ability to perform the job without further training.

In the event that the Employer combines existing departments, employees transferred into said new or reconstituted departments shall be given a new title code to reflect their respective bargaining units.

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

C. The Employer's current practice with regard to physical examinations shall continue except as modified by the provisions of the agreed to drug testing policy.

Section 13.5 Recall

Notice of recall shall be sent by certified mail (return receipt requested) to the last known address of the employee. It shall be the employee's responsibility to inform the Employer of

any address change. The duration of an employee's recall rights is governed by Section 11.4 (Break in Service).

A. Primary Recall

Employees shall be recalled to the position from which originally laid off in reverse order of layoff. A laid off employee who fails to respond to a written recall notice within 5 working days of receipt of such recall notice, or, upon acceptance fails to be available for work within 5 working days of the recall notice shall forfeit all recall rights, unless such employee is on duty disability, approved medical leave or has good reason acceptable to the Employer for temporary delay in responding to the notice or for not reporting to work. If the Employer cannot reasonably delay the employee's recall, the Employer may recall the next eligible employee and the employee who had said good reason for not timely reporting shall remain on layoff until the next recall subject to the break in service provisions of this agreement.

B. Secondary Recall

Employees on a recall list shall also be eligible for secondary recall on a time-in-title seniority basis to an equal or lower-rated job in any department covered by the bargaining unit(s), provided the employee has the then present ability to perform the equal or lower rated job without further training. The employee shall, at the time of layoff, complete the Employer form

indicating job interest and skills for the purpose of secondary recall.

Preference shall be given to employees in the bargaining unit where the vacancy exists. An employee who declines an offer of secondary recall shall maintain his/her place on the seniority list and shall not be denied the right to accept a subsequent vacancy.

Laid off employees shall be entitled to secondary recall to one position only and upon acceptance of such position shall retain primary recall rights to the initial job from which they were laid off only. Notwithstanding the foregoing, employees who accept secondary recall to a lower-rated position shall have the right to a subsequent equal-rated vacancy in accordance with seniority within the same bargaining unit from which they were originally laid off only, provided the employee has the then present ability to perform said job.

Primary recall shall always take precedence over secondary recall, provided an employee who accepts secondary recall within the same bargaining unit from which he/she was initially laid off shall be entitled to waive primary recall to the job originally held. If the employee exercises this right, he/she shall forfeit all future rights to primary recall to the job originally held. Under no circumstances will an employee be permitted to waive primary recall if he/she has accepted secondary recall in a

different bargaining unit from which he/she was initially laid off.

Section 13.6 Hiring During Layoffs

No new employee may be hired to perform duties normally performed by a laid off employee while employees are laid off, under Sections 13.5 A or 9 above.

Section 13.7 Lottery

The Union shall receive written notice of any lotteries to be held. The Union may have representatives at all lotteries affecting unit employees.

ARTICLE 14
NO STRIKES - NO LOCKOUT

Section 14.1 No Strike

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

Section 14.2 Preventive Efforts

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

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

Section 14.3 Discipline

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 14.4 No Lockout

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

ARTICLE 15
FILLING OF PERMANENT VACANCIES

Section 15.1 Definition of Vacancy

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.

A vacancy is defined as an opening which the Employer intends to fill and which results from various factors, such as addition of new positions and/or classifications, reassignments, promotions, bidding out or separation for any reason.

Section 15.2 Filling of Permanent Vacancies

The procedure stated in this Article shall be the exclusive procedure for filling of bargaining unit vacancies.

A. Transfer Request Procedure (Local 1001)

Employees within a department who desire a change in shift, day(s) off or location of their job assignment shall request such change in writing on the Employer's form.

Employees may file such requests in December for the period beginning in January and continuing through June of the following year and in June for the period beginning in July and continuing through December. Employees filing multiple requests and accepting a transfer shall only be allowed a single transfer in the six (6) month period.

Employees shall receive a copy of all requests filed with receipt noted on the copy. A list of such requests from each department shall be provided to the Union by January 30 and July 30 of each year.

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, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation.

A. Transfer Request Procedure (Local 1092)

Employees within a department who desire a change of shift, day(s) off or location of their job assignment shall request such change in writing on the Employer's form.

Employees may file such requests in June for the period beginning July 1 and continuing through June 30th of the following year.

Employees shall receive a copy of all requests filed with receipt noted on the copy. A list of such request from each department shall be provided to the Union by July 30 of each year.

When filling the vacancy, the Employer shall select the most Senior employee in the job classification in the department who has such a request on file, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation.

B. Primary Recall

When filling a vacancy and there are no said employees who have requests on file, the Employer shall select the employee in the job classification in the department from the layoff (primary recall) or reinstatement list, if any, in accordance with the layoff and recall procedures of this Agreement. (Section 13.5 (A))

C. Secondary Recall

When filling a vacancy and there are no employees who possess recall rights to the position as described in B above, the Employer shall select the employee from the secondary recall list, if any, in accordance with the secondary recall procedures of this Agreement. (Section 13.5 (B))

D. Posting and Bidding

When filling a vacancy and there are no said employees who have requests on said lists, the Employer shall post and fill every vacancy in accordance with the following procedures:

1. The Employer will post vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted for fourteen (14) days on the CAREERS WEBSITE. The posting shall contain at least the following: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay or pay range, whichever is applicable. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify the Union. Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders.

2. Employees may bid on jobs the Employer determines to be permanently vacant for promotion or transfer to equal or lower-rated jobs. All applicants shall be considered as one group for selection purposes. Bidders shall not be included on the same list with applicants from a Department of Personnel referral list. Applicants/bidders for vacancies shall meet the minimum qualifications for the job in order to be considered for selection by the Employer.

3. Should the Employer decide to interview candidates for a vacant position, if more than eight (8) qualified bidders bid for a vacancy, nothing herein shall require the Employer to interview all qualified bidders. Instead, the Employer may elect to interview eight of the most senior qualified bidders and to promote a qualified bidder interviewed to the vacant position, in accordance with the provisions of this Agreement. The Employer may elect to interview the next eight most senior qualified bidders if, after interviewing the first eight qualified bidders, the Employer determines that additional interviews are necessary. The Employer can determine that additional interviews are necessary and continue to elect to interview the next set of eight qualified bidders until all qualified bidders on the prequalified candidates list have been given an opportunity to interview. If no qualified bidder is selected for the position, the

Employer can elect to interview applicants who are on the prequalified candidates list. In circumstances where the Employer decides to interview more than the eight most senior, qualified bidders (for example, because the Employer is attempting to fill more than eight positions, etc.), the Employer will notify the Union of the number of qualified bidders who will be interviewed from the prequalified candidates list. Nothing herein prevents the Employer and Union from mutually agreeing to a different number of initial interviewees, in order to fill a vacant position.

4. Qualified bargaining unit employees shall be given an equal opportunity to bid on jobs which are declared vacant by the Employer for promotion or transfer to equal or lower rated jobs. The Employer shall select the most qualified applicant. In making selections bargaining unit bidders shall be given preference over non-bargaining unit applicants unless the non-bargaining unit applicants have demonstrably greater skill and ability to perform the work. Where bargaining unit bidders are relatively equally qualified, the Employer shall select:

    a) the most senior employee (based on bargaining unit seniority) of those bidding for promotion within the Department; or if none,

b) the most senior employee (based on bargaining unit seniority) of those bidding for promotion from any other Department in the bargaining unit; or if none,

c) the most senior employee (based on bargaining unit seniority) of those bidding for transfer to equal or lower rated jobs.

The Employer shall determine whether bargaining unit bidders are "relatively equally qualified" based on evidence of performance and qualifications. Seasonal employees who have recall rights may bid on employer determined vacancies and shall be given preference for hire over non-employees, subject to and in accordance with the selection requirements set forth above.

5. Prior to notifying the successful bidder/applicant, the Department shall give the Union a list of bidders identifying where applicable, the successful bidder(s). Upon request, the Department shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. This meeting shall include a review and discussion of documents used in the hiring process including documents such as the referral list, employment decision form, hiring information summary,

and hiring criteria rating form. If requested, the Employer will furnish copies of such documents to the Union. Bidders who are not selected shall be so notified by the Department Head including reason for non-selection. A successful bidder may not bid for another permanent vacancy for six months from their date of appointment unless laid off or bumped within that six months.

6. Prior to hiring a non-employee applicant, the Employer shall honor the layoff and recall provisions of Section 13.5, the transfer provision of Section 15.2 (A) and the recall and reinstatement provisions of Sections 15.2 (B) and (C). In the event a non-employee applicant is selected over an employee bidder, any dispute arising under this Section regarding the selection shall be submitted to expedited arbitration. The parties shall promptly meet for the purpose of selecting an arbitrator. The arbitrator shall submit his written decision to the Employer and the Union within thirty (30) days following his/her appointment. The arbitrator's decision shall be final and binding on the parties and in accordance with the provisions of Section 4.3 of this Agreement.

7. During the bidding and/or selection process set forth in this Article the Employer may temporarily fill said permanent vacancy consistent with the provisions of this Agreement, including such as detailing and acting up.

8. The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period that the successful bidder cannot perform the job, 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.

9. Should the successful bidder be returned to the job that they held just prior to being awarded the bid, the Employer is not required to repost for bid the vacant position if the Employer decides to fill said position. The Employer may select the most senior of the remaining qualified bidders recommended for hire from the prior prequalified candidates list.

10. When an employee is deemed to have successfully filled a vacancy and is reclassified to another position at a higher rate of pay or in a higher pay grade, such

employee shall receive the higher rate of pay or a pay increase of one step, or the entrance rate for the new position, whichever is applicable.

11. If the Employer has filled a vacant position in a Department, and if within one calendar year of the closing of the posting for that position, a vacancy occurs for that same position in the same Department, nothing herein requires the Employer to post an identical posting for bid. Should the Employer decide to fill such vacancy, it may use the same prequalified candidates list as was used to select the prior successful bidder. The prequalified candidate list will remain active for one calendar year from the date the posting closed for the original vacant position.

12. Notwithstanding any provision of this Section 15.2D to the contrary, the Employer may, where it deems appropriate, post bid announcements during the four-month period prior to January 1 in any calendar year, for certain jobs within a department which the Employer may seek to fill at any time after January 1 of that calendar year, without any further bid postings for those jobs during that calendar year. A copy of the posting shall be provided to the Union no later than fourteen (14) days prior to the posting date. Employees

shall have thirty (30) days from the date of the posting to submit bids. Before filling any vacancies pursuant to such a posting, the Employer will provide the Union with a copy of the Employer's list of all individuals who submitted bids pursuant to the posting. Said list will reflect the Employer's scoring of those individuals with respect to their relative qualifications for the job, and the order in which the Employer intends to grant bidders preference for any available declared vacancies for the posted jobs in that calendar year. The list will be completed by no later than February 1 of that calendar year, unless otherwise agreed by the parties, and will be provided to the Union at the time it is finalized by the Employer. Upon request by the Union, the Employer will meet and discuss its ranking of bidders with the Union. Nothing in this paragraph shall preclude the Employer from declining to offer any available position to a bidder if the bidder has failed to satisfy the Employer's promotional criteria guidelines, or if the Employer determines that the bidder will be unavailable due to leave of absence or other reason, or that the bidder is otherwise no longer qualified for the available position. The Employer will notify the Union at the time it makes any promotion from the list in rank

order. In the event the Employer intends to make a promotion from the list out of rank order, it will provide the Union at least ten (10) calendar days' notice, and will meet and discuss the matter upon request by the Union. In the event that the Employer intends to fill a job pursuant to the posting and there are no remaining qualified bidders on the original list, the Employer will post a new bid announcement prior to filling the position. Nothing in this paragraph shall preclude the Union from grieving the City's filling of any vacancy.

Section 15.3 Acting in a Higher-Rated Job

A. Where a group of employees are transferred from a job in one Department, Bureau or District to a job in another Department, Bureau or District for one day or more, and said employees are directed to and do perform, or are held accountable for, substantially all of the duties and responsibilities of the job, and the job is higher-rated, said employees shall be paid the higher rate for all such time from the first day of the assignment. For example, employees in Forestry or Asphalt are directed by the Employer to be Sanitation Laborers. Such transfers shall not occur on more than five work days in succession, nor on more than five work days in any month, when employees are laid off from the

department to which the transfer occurs and are qualified for the assignments.

B. An employee who is directed to and does perform, or who is held accountable for, substantially all of the duties and responsibilities of a higher-rated job in any Laborers' Bargaining Unit for one day or more shall be paid at the higher rate for all such time from the first day of the assignment. Past practices as to car allowances shall continue for the term of this Agreement. The Employer will equitably rotate such assignments on the basis of seniority among the employees at the work location who have the then present ability to do the job without further training.

Employees paid for acting in a higher-rated job shall be paid as if they had been promoted to the higher-rated job.

The time limits for acting into higher rated jobs shall not exceed one hundred eighty (180) days, except where a regular incumbent is on leave of absence, in which case the time limit for acting into such position may not exceed one (1) year, and no individual employee can act up into that position for more than ninety (90) days. The time limits may be extended by mutual agreement of the parties. If the one hundred eighty (180) day limit is extended to one (1)year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee.

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

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

Section 15.4 Acting in a Lower-Rated Job

Any employee who works in a lower-paid classification temporarily shall be paid his/her regular rate.

Section 15.5 Detailing

Detailing is the temporary transfer of an employee to a work assignment within his/her job classification geographically removed from the employee's normal work site.

Individual Employees shall not be detailed for more than 10 days unless the Employer gives notice to the Union of its need to do so and confers with the Union upon request. In any event, no such assignment may extend beyond 60 days or up to 90 days in an emergency without the agreement of the parties and such assignments

are subject to the volunteer and rotation requirements, below, of this Section.

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

Thirty days' advance notice of detailing shall be given to the Union and the employees if the need to detail is known; otherwise, as soon as reasonably possible.

Each Department shall maintain and post detailing rotation lists, which shall be made available to the Union upon request.

Section 15.6 Balancing the Workforce and Reassignment Procedure

The Employer's movement of employees from one location, shift, or day off schedule to another shall not be subject to the provisions of Sections 15.1 and 15.2 if there is not a net increase in the number of employees in the affected classification(s) in the affected locations, shifts, or day off schedule.

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

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

An employee being reassigned under this provision may file a transfer request under Section 15.2(A) to return to his/her original location, shift, or day off schedule. Said request, which must be made within sixty (60) days of reassignment, shall be valid for a period of twelve (12) months after date of reassignment, and shall have preference over all other transfer requests for the original location, shift, or day off schedule. Within thirty (30) calendar days of a reassignment, the Union shall be notified of the name of any employee who is being reassigned, the effective date of the reassignment, and the location, shift, and day off schedule from and to which the employee is being reassigned.

ARTICLE 16
TOOLS AND EQUIPMENT

All tools and equipment determined by the Employer to be used on the job shall be supplied, maintained and replaced by the Employer, except as to any said tools and equipment supplied by employees as of the date of the execution of this Agreement.

Effective January 1, 2024, the Employer will reimburse members of the bargaining unit $250.00 per year toward the cost of uniforms, including steel-toe shoes or boots if the employer requires the employee to wear such shoes, and if the employee presents a receipt showing the purchase of such equipment. The parties agree to discuss and compile a list of what uniforms entail and understand that the list may differ for each City Department.

Safety vests will be provided once a year to members of the bargaining unit as needed for safety purposes. Such titles shall be determined by the Safety Committee, (Article 17).

ARTICLE 17
HEALTH AND SAFETY

Section 17.1 Safety

(a) The Employer shall provide a safe and healthful working environment for employees covered by this agreement including in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

(b) In furtherance of those efforts, a joint safety committee shall be established which shall be composed of six (6) representatives of the Union Coalition and six (6) representatives of the Employer. The purpose of the committee shall be to discuss, examine and to make recommendations concerning occupational safety and health issues affecting employees. All recommendations of the committee with respect to safety and health issues shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations. The Department Head shall promptly issue a written response to the committee as to the Department's views regarding the committee's recommendations.

The parties may decide, from time to time, to refer certain safety issues and concerns to the personnel of the affected Department(s) responsible for safety matters and Union representatives of the affected employee(s). The Department safety personnel will meet and confer with a representative of the affected Union about such issues and report back to the Committee on any decisions or recommendations concerning them.

(c) The joint safety committee shall meet at least once a month, or otherwise by mutual agreement.

(d) The parties agree and understand that if an employee is faced with an unsafe working condition, the employee is required to perform the task in question unless the employee's performance

of an assigned task presents the strong likelihood of subjecting the employee to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must also have sought from the Employer, and have been unable to obtain, correction of the situation before refusing to perform the task in question.

Section 17.2 Safety Committee

A joint safety committee shall be appointed with an equal number of Union and Employer representatives (no more than 5 each). The purpose of the Committee will be to discuss work standard or operational safety issues and to make recommendations for improvements it may deem appropriate, except for the Bureau of Sanitation where such issues are addressed in Article 18 of this Agreement. The Committee shall meet once each month, or otherwise by mutual agreement. Formal recommendations of the Committee shall be submitted in writing to the appropriate Department Head with a copy to the Union and the Director of Labor Relations.

The Department Head shall promptly issue a report to the Committee as to the Department's views regarding the Committee's recommendations. Grievances regarding the reasonableness of any workload standard which the Union(s) believes will jeopardize the safety of their members may be initiated at the Department Head step of the grievance procedure. The parties shall meet within 10 working days of receipt of the grievance by the Department Head to attempt to resolve the issues. If the issue is not resolved the grievance may be submitted to arbitration.

Section 17.3 Fitness for Duty

If the Employer observes and has reasonable cause to believe the employee has a medical condition or significant limitation that prevents the employee from being able to perform the essential duties of the position, an employee may be sent for a Fitness for Duty examination at the Employer's sole expense.

If the examination results in a determination that the employee is unfit for duty and the employee's physician certified that the employee is fit for duty, the employee may elect or Employer may require the employee, et the Employer's sole expense, to be subject an independent medical examination ("IME") to determine if the employee is fit for duty. The Union shall select an examining independent physician who will conduct the IME from a list of at least three physicians with the appropriate medical specialty who have successfully completed the City's procurement process and are

on a list of approved vendors. The determination of the independent physician and the IME shall be final and binding. The Employee shall execute all HIPAA waivers and other forms necessary in order to permit access to all medical records related to his/her condition, and the City shall agree to secure and maintain the confidential nature of all medical records obtained through the process.

ARTICLE 18
WORKLOADS

Section 18.1 SWLMC

The Employer and Local 1001 agree to establish a joint Sanitation Workloads Labor-Management Committee (SWLMC) to review Union and employee safety concerns in refuse collection. The SWLMC will also serve as the initial reviewing body for workload and safety grievances filed in accordance with the expedited grievance and arbitration provisions of this Article and is empowered to make recommendations for resolution of such grievances to the Employer representative charged with rendering a decision at the discussion step of the expedited grievance and arbitration process described below.

Section 18.2 Procedures

The SWLMC will consist of six members. Upon execution of this Agreement the Employer will designate three members and the Local Union will designate three members. The Committee will select a chairperson from among its members at each meeting. The

chair of the Committee meetings will be alternated at each meeting. Formal recommendations of the committee shall be submitted in writing to the commissioner of Streets and Sanitation with a copy to the Union and the Director of Labor Relations

The commissioner shall promptly issue a report to the Committee responding directly and fully as to the Department's views regarding the Committee's recommendations.

The committee will meet at the call of either the Union or the employer members at times mutually agreeable to both parties but, in any event, such meetings will be held at least four times during each calendar year.

Section 18.3 Review of Standards

The SWLMC will review any standards as may currently be used or may be formulated by the Employer for refuse collection to determine if such standards are safe. Also, any change in the mode of refuse collection as to routes, crew size, collection methods and equipment design will be reviewed by the Committee to determine the impact of such changes on safety.

Similarly, any standards as may be formulated for refuse collection resulting from the introduction or expanded use of technologically advanced equipment will be reviewed by the Committee to determine the impact of such changes on safety.

The Committee will compile a written report on any investigation of workloads which it undertakes, including

recommendations for adjustments in operations necessary to effectuate a safe refuse collection program. The Employer will respond to the committee's report in writing, indicating acceptance of the Committee's recommendations or reasons for not accepting those recommendations.

Section 18.4 Data Requests

The Employer will cooperate with the SWLMC, by responding to reasonable data requests from any party on the SWLMC with regard to employee safety concerns in refuse collection. Reasonable requests for data shall include, but are not limited to, the following:

1. Accident/Injury Reports
2. Tonnage Work Sheets
3. Safety Training Reports
4. Overtime Reports
5. Safety Rules
6. Crew Sheets
7. Routing Work Sheets
8. Living Unit Surveys
9. Recap Sheets
10. Mode of Refuse collection Status Reports
11. Guidelines for Refuse Collection routing
12. Ward Maps/Routing Schedules

Section 18.5 Advance Notice

The Union will receive thirty (30) days advance notice of the implementation of any workload standard related to the collection of refuse and the Employer shall not implement said standard during this 30 day period.

Section 18.6 Expedited Grievances

The reasonableness of any workload standard which the Union believes will jeopardize the health and safety of employees in the Department of Streets and Sanitation may be grieved through the expedited grievance and arbitration procedure described in this Article.

Section 18.7 Expedited Arbitration

The Union may utilize the expedited grievance and arbitration procedures of this Article to process any grievance arising as a result of the imposition of workload standards in the Department of Streets and Sanitation.

Section 18.8 Expedited Procedure

An expedited grievance and arbitration procedure is hereby established to deal with grievances stemming from the imposition of workload standards in the Department of Streets and Sanitation. Such grievances will be presented initially to the SWLMC which will investigate the grievance and present its findings and recommendations to the Employer and the Union within five (5) working days of receiving the grievance, unless other time limits are accepted by the parties. The results of the Committee's

investigation will be discussed within five (5) working days thereafter and the commissioner of Streets and Sanitation or his/her designee will render a written decision within two (2) working days of said meeting. If the issue remains unresolved, the parties will immediately select an arbitrator in accordance with the procedure established in the regular grievance and arbitration process. Arbitrators selected must commence hearings on the respective grievances within the next ten working days. Subject to the parties' agreement to extend more time for the consideration of difficult issues, the arbitrator will conclude all hearings no later than five working days following the commencement of such hearing and will render a final and binding written decision no later than ten working days following the close of such hearing.

ARTICLE 19
CAREER ADVANCEMENT

Section 19.1 Promotions Out of the Bargaining Unit

Employees who have been promoted out of the bargaining unit shall, for 60 months, be permitted to return to their former job classification in the bargaining unit, in the event of layoff, or termination without cause provided the Employer determines the job is vacant or is occupied by an employee with less seniority who can be displaced through the exercise of seniority rights in accordance with the layoff, recall and break-in-service provisions of this Agreement.

An employee who has been promoted out of the bargaining unit shall, within 6 months of the date of his/her promotion, have the right to return to the bargaining unit if the Employer determines the job is vacant, or if the job is not vacant, the said employee shall be placed on a reinstatement list.

Section 19.2 Training

The Employer shall make available to employees its on-the-job or other training programs, except management training, in accordance with the Employer's rules, to the same extent as such training is available to other employees. If there are more applicants for training than there are places available, employees shall be chosen on a seniority basis. Such training programs may be to higher level positions in the employee's Bureau or Department or may be outside of the bargaining unit.

Section 19.3 Continuing Training Requirements

In order to ensure employee skills, safety, and productivity remain high, and workplace accidents and injuries are kept low, effective January 1, 2023, all prevailing rate titles, General Laborers, and Sanitation Laborers are required to complete at least one forty-hour Relevant Continuing Training course during the term of this Agreement. Training received pursuant to the City of Chicago Construction Laborer Apprentice Agreements, the General Laborer Memorandum of Agreement, or Local 1001's Memorandum of Agreement with CDOT will exempt an employee from the Continuing

Training Requirement for the training period set forth below. All employees hired after the effective date of this agreement who are subject to this provision and do not receive training pursuant to one of the agreements listed above shall have four years from their date of hire to complete the training.

Each employee subject to this section shall provide to their Department a certificate of completion issued by the entity that conducted the Continuing Training course, to be submitted no later than January 1, 2027. Employees who do not comply will be given a six month grace period to complete the training. If the certificate of completion is not submitted by June 30, 2027, the Union and the City agree that the employee will receive a 10-day disciplinary suspension. Such suspension will not be appealed or grieved by the Union unless the Union can establish that the employee completed training within the time frame or extension period and timely submitted certification. The parties agree to continue discussions on how to best monitor employees' compliance with the terms of this Section.

The Continuing Training required by this section is separate and apart from any training for which Employer contributions are made. No Employer contributions shall be paid for the Continuing Training required by this section.

Relevant Continuing Training courses include those required by the City of Chicago Construction Laborer Apprentice Agreements,

the General Laborer Memorandum of Agreement, or Local 1001's Memorandum of Agreement with CDOT, OSHA's 30 Hour Course, and such other work-related classes as the parties may mutually agree. Courses shall be selected by the employee and shall be completed at the employee's own cost during non-work time. The Continuing Training must be conducted by an entity accredited by the International Accreditation Service (IAS) in the applicable subject area or an entity accredited by the Council on Occupational Education (COE) in the applicable subject area or an entity accredited with ANSI in the applicable subject area or an entity with a Registered Apprenticeship Program (RAP) with the U.S. Bureau of Apprenticeship and Training and must be attended in person by the employee.

Nothing in this section impacts or modifies the training that new employees receive prior to starting their regular assignment, for example, the training new laborers in DSS receive prior to receiving their regular assignment. Such training is not covered by this section or subject to the provisions herein.

ARTICLE 20
SUB-CONTRACTING

Section 20.1 Subcommittee

(a) Within 10 days of ratification of this Agreement, the Employer and the Union shall establish a permanent subcommittee on subcontracting. The subcommittee shall meet from time to time, or at the request of either the Union or Employer members of the

Committee, to examine all potential subcontracting situations to determine how such work could alternatively be, or continue to be, performed by the Employer except in emergency situations.

(b) It is the policy of the Employer to involve the Union in an early and timely manner in the Employer's decision-making process concerning potential subcontracting in order for the Union to provide its views as to the desirability and feasibility of proposed subcontracting, and to suggest alternatives to the Employer. Therefore, during the Employer's process of considering whether to subcontract a particular operation, but before the Employer gives Public Notice to outside contractors to submit bids, the Union shall be informed and the subcommittee provided for in Section 20.1(a) above shall meet. At such meeting(s), the Union shall be informed as to the reasons why subcontracting is being contemplated, the nature and extent of the work to be done, any possible impact on the bargaining unit, and other information pertinent to the consideration of the proposed subcontracting.

(c) Should the Employer determine, following the meeting(s) of the subcommittee, to seek bids from potential outside contractors or to otherwise pursue subcontracting, the Employer shall so advise the Union at a meeting of the subcommittee. Thereafter, the Employer members of the subcommittee will work cooperatively with the Union so that the Union may submit proposals as provided in Sections 20.2 and 20.3.

(d) The subcommittee shall meet at least quarterly or more frequently as the need shall arise, upon the reasonable request of either party. The Employer shall be represented at the meeting by knowledgeable operations-level management personnel from a Department, as well as by Department personnel having labor relations and budget authority.

(e) The subcommittee also shall have the right to review subcontracting by the Employer of unit work during the previous quarter, as well as such subcontracting which is planned for the following quarter. The subcommittee shall act in an information and advisory role, and shall have reasonable access to relevant information pertaining to subcontracting issues covered by this Section. This may include information in the Employer's possession concerning the contractor's compliance with any prevailing wage requirements, as well as information pertaining to the contractor's performance of work under its subcontract with the Employer.

Section 20.2 Prevailing Rate Jobs

(a) As to prevailing rate jobs covered by this Agreement, the Employer will attempt to have employees perform bargaining unit work where practicable. Bid specifications or guidelines which will be used by or required from contractors will be provided to the Union at the same time as made public or conveyed to potential contractors, including a description of the work to be

performed, any known impact upon bargaining unit employees, and other pertinent data necessary for the Union to submit proposals under this Article. This shall include, upon request of the Union, specific cost information or analyses or comparisons prepared by or in the possession of the Employer concerning labor, materials, equipment or other costs involved in the potential subcontracting. Any other information utilized by the Employer in determining whether to subcontract, or to which bidder to award a contract, will be made available to the Union upon request. The Employer will not deny a request by the Union for a specific document under this Section solely for the reason that the Employer did not rely on it in the decision to subcontract the particular work in question.

(b) The Employer will provide the Union with the proposed awardee's proposal. Within ten (10) working days of receipt thereof, the Union will provide the Employer with any proposal it intends to make. Within ten (10) working days thereafter, the subcommittee will meet, review the proposals of the Union and compare such proposals to any bid or proposal being considered for acceptance in order to comply with this Article. The Employer's decision shall be communicated to the Union and shall not be unreasonably delayed by this process.

(c) Nothing shall prevent the parties at any time up until acceptance of the outside contractor's bid from agreeing that the

bid request be withdrawn and the work be performed by the Employer's employees.

(d) As to prevailing rate jobs covered by this Agreement, the Employer shall not contract or subcontract out bargaining unit work to any person, contractor or Employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least 30 days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Section 20.3 Non-Prevailing Rate Jobs

As to non-prevailing rate jobs, the Employer will attempt to have employees perform bargaining unit work where practicable; however, the Employer reserves the right to contract out work for reasons of efficiency or economy. Bid specifications for guidelines which will be used by or required from contractors will

be provided to the Union at the same time as made public or conveyed to potential contractors including a description of the work to be performed, any known impact upon bargaining unit employees and other relevant data necessary for the Union to submit proposal under the Article. The City will provide the Union with the proposed awardee's proposal. Within 10 working days of receipt thereof, the Union will provide the City with any proposal. Within 10 working days thereafter, the committee established under Section 20.1 will meet, review the proposals of the Union and compare such proposals to any bid or proposal being considered for acceptance in order to comply with Section 20.1. The City's decision shall be communicated to the Union and shall not be unreasonably delayed by this process. All subcontracting of work covered by this Section 20.3 shall conform to the requirements of Section 20.1 and 20.2 above.

Section 20.4 Layoff of Employees

In the event that the Employer determines to subcontract unit work under this Agreement, and as a result bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs the Employer has declared to be vacant in the affected Department, or other departments, as the case may be, in that order, provided the laid off employees have the then present ability to perform the required work without further training.

However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to sub-contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. During that meeting, the Employer will request and urge that the sub-contractor hire laid off employees.

If employees are permanently terminated as a result of subcontracting, the Employer shall, upon written request from the Union, negotiate with the Union as to the effects of said subcontracting on such terminated employees within the meaning of the Illinois Public Labor Relations Act. Any employee laid off as a result of subcontracting shall also have the same rights as provided in Section 21.4 of this Agreement.

ARTICLE 21
TECHNOLOGICAL CHANGE

Section 21.1 Definitions

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 21.2 Notification of Union

In the event of technological change the employer agrees to notify the Union, if possible, at least 90 days in advance of its intentions, but in no case will the Employer provide less than 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, typc 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 of employment.

Section 21.3 Meeting with Union

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 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.

Section 21.4 Non-Prevailing Rate Jobs

In the event employees are to be displaced by technological change, the Employer will consider within its budgetary and manpower needs the following courses of action:

1. The Employer will first consider the feasibility of displacing employees through attrition (e.g., death, voluntary quits, retirement and discharge for cause).

2. If the Employer determines attrition does not meet its needs, said employees shall be entitled to exercise their layoff and bumping rights under this Agreement.

3. Said employees who still may be displaced, notwithstanding said bumping rights, may elect to (a) be trained to perform the work required by the Employer in the vacant positions created by said technological change before the Employer hires and trains new employees for said vacant positions; or (b) fill another position determined by the Employer to be vacant, subject to the conditions set forth in Sections 15.1 and 15.2 of this Agreement; or (c) be trained for another position determined by the Employer to be vacant before the Employer hires and trains new employees for said vacant position.

If employees after all of the above courses of action still are displaced, the employees will be placed on a list for reinstatement and may exercise their seniority rights in

accordance with and subject to the recall and break-in-service provisions of this Agreement.

If employees are permanently terminated as a result of technological change, the Employer shall, upon written request from the Union, negotiate with the Union as to the effects of said technological change on such terminated employees within the meaning of the Illinois Public Labor Relations Act.

Section 21.5 Union Jurisdiction

Jurisdiction over the new machinery, equipment or materials, or the change in work methods or operations affecting bargaining unit work shall remain assigned to the Union.

ARTICLE 22
SEPARABILITY

In the event any provision~~s~~ of this Agreement shall be or become invalid or unenforceable by reason of any final and binding court decision, as well as any Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, which shall remain in full force and effect. The invalid or unenforceable provision shall be subject to re-negotiation by the Parties within a reasonable period of time.

ARTICLE 23
DUES CHECK-OFF AND FAIR SHARE FEE

Section 23.1 Check-Off

The Employer, upon receipt of a validly executed written authorization card or at the written direction of the Union, 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 semi-monthly basis to the Union. Authorization for such deductions shall be revocable under the terms of such written authorization. The Union shall indemnify, defend, and hold the Employer harmless for any damages and reasonable costs incurred for any claims, demands, suits or other forms of liability, including damages, attorney's 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 in good faith with Sections 23.1, 23.2, 23.3, and 23.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer. The Employer shall notify the Union within ten (10) days of any claim, demand or suit against it covered under this Section, and the Union shall provide the Employer's defense. The Employer shall not settle any such claim without the Union's prior written consent.

The Employer shall reimburse the Union for failure to deduct and/or transmit dues that should have been deducted, provided that the Union shall have first notified the Employer's Director of Labor Relations of such failure, and the Employer has failed to correct the problem within thirty (30) days of such notice.

The City and COUPE will create a committee to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the City and the Union to use electronic authorization to verify union membership and/or authorize voluntary deduction of Union dues and fees from wages or payments for remittance to the Union.

Consistent with Section 6(f) of the Illinois Public Labor Relations Act, the Employer shall accept and honor verifications of membership and authorizations for payroll deductions of Union dues and initiation fees evidenced by electronic communications as provided in state and federal law.

At the time the Employer notifies a prospective new hire into the bargaining unit of his or her successful application or bid, the Employer shall also notify the Union of the new hire, including the new hire's name, scheduled start date, title code, department, and worksite location, if available. Consistent with Section 6(c) of the Illinois Public Labor Relations Act, the Employer shall provide to the Union twice monthly, in an electronic file, for all new hires the information listed in Section 2.6 (Information to the Union).

Section 23.2 Fair Share

It is further agreed that 30 days after the later of the execution of this Agreement or the employee's date of hire, the

Employer shall deduct from each paycheck of employees who are not members of the Union an amount as certified by the Financial Secretary of the Union and shall remit deductions to the Union at the same time that the dues check-off is remitted.

It is understood that the amount of deduction from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 23.3 IPLRA

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 23.4 Maintenance of Membership

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

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

share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 24
WAGES

Section 24.1 Rates

The wage/salary rates for employees covered by this Agreement shall be set forth in the Appendices attached hereto and made a part of this Agreement.

Section 24.2 Prevailing Wage Rates

Effective July 1, 2022, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 24.3 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 2022, through the period ending June 30, 2027, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 24.2 above and as set forth in Appendix A. In the event the hourly wage rates

effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 24.4 Non-Prevailing Wage Rates

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

- Effective 07/01/2022 - 3.00%
- Effective 01/01/2023 - 3.00%
- Effective 01/01/2024 - 3.00% - 5.00%*
- Effective 01/01/2025 - 3.00% - 5.00%*
- Effective 01/01/2026 - 3.00% - 5.00%*
- Effective 01/01/27 - 3.25%

*In each of the three years 2024, 2025, 2026, the percentage increase varies between 3.00% and 5.00% depending on the CPI-U. If the CPI-U is 3.00% or less, then the percentage increase is 3.00%. If the CPI-U is 5.00% or more, then the percentage increase is 5.00%. If the CPI-U is between 3.00% and 5.00%, the percentage increase will be equal to the CPI-U, rounded to the nearest tenth. The U.S. City Average June CPI-U released in July of the preceding year will be used to determine

the percentage increases in the three years 2024, 2025, and 2026.

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 24.5 Retroactivity

The increases set forth in Article 24, Sections 24.1 and 24.3, are payable to affected employees who, as of the date of final ratification of this Agreement by the City Council, are either on

the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, 2022 and the date of final ratification of the Agreement by the City Council, inclusive.

Section 24.6 Sanitation Laborers

The parties agree that Sanitation Laborers who work on alley or combination alley-curb routes and who receive a $.50 per hour premium for hours worked when the Employer assigns 2 rather than 3 laborers to the crew and the crew's assignment is to manually dump 55-gallon drums of refuse into trucks on alley or combination alley-curb routes shall continue to receive said premium provided they continue to work with 55-gallon drums and that said premium shall cease to be paid to any sanitation laborer who is not assigned to manually dump 55-gallon drums of refuse. The Union recognizes the desirability of having the Employer's cart system implemented in as many wards as the Employer determines is feasible, and towards that end the Union agrees to urge and support the Employer's cart system throughout the City and to cooperate with the Employer toward this goal.

Section 24.7 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, with a maximum of $250 per month. On the effective date of this Agreement, following its ratification by all parties, the maximum reimbursement will increase to $350.00 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the Union, the Employer will meet and discuss with representatives of the Union the possible application of said new program to employees covered by this Agreement.

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 24.7.

Section 24.8 Payment of Wages

(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. Effective no later than four (4) months after the date of ratification, the payment of wages for employees provided herein is due and payable on the seventh and twenty-second day of each month. The Employer will coordinate this change with the issuance of any retroactive pay. If an employee fails to receive his or her pay as a result of the change in pay dates for the first pay period coinciding with the change of pay dates, the Employer will use its best efforts to expeditiously make corrections and issue payment. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, 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. Employees shall submit a payroll dispute to the

Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix D. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. 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 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 pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $50.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect

to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller, and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

(f) Where a contract grievance or discipline appeal filed under Article 4 of this Agreement is settled, or is resolved by an arbitrator, Department Representative or the Human Resources Board on terms that include a monetary payment, such monetary

payment shall be made within six (6) weeks of the time of the final determination of the amount owed.

(g) Subject to the implementation terms below, employees shall enroll in direct deposit and register to receive their notification of pay deposit advice electronically through the Employer's program for that purpose (currently known as "GreenSlips") if they have not done so already. Employees will receive their notification of pay and deposit advice electronically through GreenSlips the first pay period after registering for GreenSlips. The parties will form an ad-hoc committee to resolve issues that may arise in connection with the implementation of paragraph (g) prior to implementation. Once those issues have been resolved by mutual agreement of the Employer and Union, employees will have ninety (90) days from the date of resolution to enroll in direct deposit and register for GreenSlips.

Section 24.9 Miscellaneous Wage Adjustments

Effective July 1, 2022, the following titles will receive a one-time rate adjustment:

Sanitation Laborer (full rate) T.C. 6324 - $43.79

Laborer Aviation T.C. 9533 - $43.79

Tree Trimmer (full rate) T.C. 7975 - $44.37

Airport Maintenance Foreman T.C. 7005 - $48.30

Effective July 1, 2023 and every year thereafter, the titles listed above will receive the dollar amount increase for the Laborers Prevailing Rate for Cook County as established by the Illinois Department of Labor.

Section 24.10 Bonus

In recognition of employees' service during the continuing COVID-19 pandemic, all employees who were on the payroll, on approved leave, on layoff with recall rights, or were seasonal employees eligible for rehire, at any time between July 1, 2022 and the date of final ratification of this Agreement, and specifically including former employees who retired or were otherwise separated from service on or after July 1, 2022, shall receive (1) a one-time lump sum bonus of $1,000 on January 1, 2024 and (2) a one-time lump sum bonus of $2,000 on January 1, 2025.

ARTICLE 25
DRUG TESTING

Section 25.1 Policy Statement

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

abuse drugs and alcohol has put an increasing burden on the City's finances.

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 who utilize the Program's services.

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

Section 25.2 Definitions

(a) Alcohol: Ethyl alcohol

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

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

(d) Employee: all persons covered by this Agreement.

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

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

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

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

Section 25.3 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 other cases, the Employer will terminate all employees who:

i) test positive for drug and/or alcohol use;

ii) refuse to cooperate with testing procedures;

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

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

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

(d) Notwithstanding anything in this Agreement to the contrary and until such time as a test is used by the Employer that can reliably determine that an individual is under the influence of cannabis at that time of the test, a positive test for cannabis shall not, on its own, establish that an employee was

under the influence of cannabis while on duty and on the Employer's premises. The Employer and Union shall continue to meet and discuss, with the goal of reaching agreement, concerning the appropriate discipline for a proven first offense of being under the influence of cannabis while on duty and on the Employer's premises.

Section 25.4 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 supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required 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 NIDA or any successor agency,

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 NIDA guidelines for federal workplace drug testing programs, dated April 11, 1988 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 NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall, except with respect to cannabis as set forth in Section 25.3, presumptively establish that the tested employee was under the influence of drugs.

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

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

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

be notified of the test results in writing. The Commissioner will inform the applicable department head of any employee who tests positive for alcohol or drugs, who in turn will initiate disciplinary proceedings under Section 25.3 above.

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

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

Section 25.5 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 26
INVESTIGATIONS AND PERSONNEL MATTERS

Section 26.1 Polygraph

No employees shall be required to take a polygraph.

ARTICLE 27
MANAGEMENT RIGHTS

Section 27.1 Management Rights

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

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

ARTICLE 28
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 28.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training