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CITY OF CHICAGO
AGREEMENT WITH
PUBLIC SAFETY EMPLOYEES UNION
UNIT II

SEIU Local 73
2,100 employees

X-6(30/03

104 pages

2/20/02

CITY OF CHICAGO
AGREEMENT WITH
PUBLIC SAFETY EMPLOYEES UNION
UNIT II

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AGREEMENT

UNIT II

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation ("Employer") and the Chicago Crossing Guard Association Local 729, affiliated with the Service Employees International Union, AFL-CIO; Public Service Employees Union Local 46 affiliated with the Service Employees International Union, AFL-CIO and Local Union 165 affiliated with the International Brotherhood of Electrical Workers, AFL-CIO ("Unions"), three autonomous and independent labor organizations each representing certain employees in a portion of a single collective bargaining unit, descriptively referred to as the Public Safety Employees Bargaining Unit, as more specifically defined in this Agreement.

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

ARTICLE 1
RECOGNITION

Section 1.1

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

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

1. The Chicago Crossing Guard Association, Local 729, S.E.I.U., AFL-CIO: Included - all Crossing Guards.
2. Public Service Employees Union, Local 46, S.E.I.U., AFL-CIO: Included - Community Service Aide; District Coordinator Beat Program; Animal Control Officer; Animal Control Officer Aide; Animal Control Inspector; Parking Enforcement Aide; Traffic Control Aide; Senior Public Safety Aide; Detention Aide; Aviation Security Officer.
3. Local Union 165, I.B.E.W., AFL-CIO: Included - Aviation Communications Operator, Police Communications Operator I, Police Communications Operator II.

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

Section 1.2 New or Merged Job Classifications

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

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

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

Section 1.3 Abolishment of Job Classification

If the Employer intends to abolish a job classification within a department or bargaining unit, the Employer shall notify the

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

ARTICLE 2
MANAGEMENT'S RIGHTS

Section 2.1 Management's Rights

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

- a. to determine the organization and operation of the Employer and any department or agency thereof;
- b. to determine and change the purpose, composition and function of each of its constituent departments and subdivisions;

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

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

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

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

g. to contract out work;

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

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

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

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

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

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

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

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

Section 2.2 Work Standards

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

Section 2.3 Rules and Regulations

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

ARTICLE 3
UNION SECURITY, DUES DEDUCTION AND REMITTANCE

Section 3.1 Union Security

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

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

deduction authorization cards submitted by the Union to the Employer.

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

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

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

Section 3.2 Activity Report

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

ARTICLE 4 **NO STRIKE OR LOCKOUT**

Section 4.1 No Strike

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

Section 4.2 Union's Responsibility

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

agrees that the Union shall not be responsible for, and that it will not bring action against the Union to establish responsibility for such wildcat or unauthorized conduct.

Section 4.3 Discipline For Breach

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

Section 4.4 No Lockout

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

ARTICLE 5 BILL OF RIGHTS

Section 5.1 Union Representation

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

Section 5.2 Notification of Complaint

All employees who have been identified as the subject of a registered complaint will be notified in writing within ten (10) work days, except if the matter involves an investigation where surveillance or confidentiality is necessary to complete the investigation, in which event the employee shall be notified within ten (10) work days after the surveillance is completed, or where confidentiality is necessary to complete the investigation, within

ten (10) work days after the investigation is completed. This Section shall not apply to any order of a Federal or state court, grand jury or prosecutor, where the matter involved is under criminal investigation and the Employer is directed not to reveal the complaint or investigation.

Section 5.3 Conduct of Disciplinary Investigation

Whenever an employee covered by this Agreement is the subject of a disciplinary investigation, other than summary punishing in the Police Department, the interrogation will be conducted in the following manner:

A. The interrogation of the employee, other than in the initial stage of the investigation shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during daylight hours.

B. The interrogation, depending upon the allegation, will take place at the employee's location of assignment, or other appropriate location, such as the office of the interrogator.

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

D. No anonymous complaints made against any employee shall be made the subject of an investigation, unless the allegation is concerning residency or is of a criminal nature; provided, however, anonymous complaints may be used to develop independent corroborative evidence.

E. All investigations will begin within 30 days of the complaint, unless the Employer cannot do so for cause, such as the employee is not available to permit the investigation; the Employer does not have sufficient manpower to conduct the number of investigations involved, or the complaint relates to a planned course of conduct at a future date.

F. Immediately prior to the interrogation of an employee under investigation, the employee shall be informed of the nature of the complaint.

G. The length of interrogation sessions will be reasonable, with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.

H. An employee under interrogation shall not be threatened with transfer, dismissal or disciplinary action or promised a reward as an inducement to provide information relating to the incident under investigation or for exercising any rights contained herein, provided an employee may be disciplined, including discharged, for failure to answer questions or otherwise cooperate with the Employer's investigation.

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

J. If the allegation under investigation indicates a recommendation for dismissal is probably against a police department employee, said employee will be given the statutory administrative proceedings rights, or if the allegation indicates criminal prosecution is probable against said employee, said employee will be given the constitutional rights concerning self-incrimination prior to the commencement of interrogation.

K. At the request of the employee under interrogation, if the employee may be subject to discipline, the employee shall have the right to be represented by a representative of the Union. 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 its interrogation unduly delayed.

L. The results of the 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.

M. 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.

N. The Office of Municipal Investigations shall not be subject to this Article, except as to Subsections H., I. and K., above.

O. This article shall not apply to employee witnesses.

ARTICLE 6 **EMPLOYEE SECURITY**

Section 6.1 Just Cause Standard

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

Section 6.2 File Inspection

The Employer's personnel files and disciplinary history files relating to any employee, upon due notice, shall be open and available for inspection by the affected employee during regular business hours, except for information which the Employer deems confidential.

Section 6.3 Limitation on Use of File Material

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

Section 6.4 Use and Destruction of File Material

(a) Police Department: Disciplinary Investigation Files, other than Police Board cases, will be destroyed five (5) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation prior to the expiration of the five year period. In such instances, the Complaint Register case files normally will be destroyed five years after the date of the final court adjudication, unless a pattern of sustained infractions exists.

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

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

Section 6.5 Traditional Work

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by

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

ARTICLE 7
GRIEVANCE AND ARBITRATION

Section 7.1 - Discipline Procedures

a. Discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules. 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 said Board's rules. An employee who may be subject to disciplinary action for any impropriety has the right to ask for a Union representative to be present at any interrogation or hearings. The

grievance procedure provisions herein and the Personnel or Police Board appeals procedures are mutually exclusive, and no relief shall be available under both. Included in the procedures to be followed are the respective time frames for each of the appeal procedures. That is, the Employer, Union and employee shall adhere exclusively to the specified time frames of the selected appeal procedure.

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

b. The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as,

but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter.

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

Section 7.2 Grievance Procedure

a. Matters which are management rights, except as expressly abridged by a specific provision of this Agreement and discharges shall be excluded from this grievance procedure. Disciplinary cases which are converted from a discharge to a suspension as a

result of a decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision.

b. A difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner and there shall be no strikes, slowdowns, or work stoppages during the life of this Agreement.

Section 7.3

It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by agreement of both parties to this Agreement. Before a formal grievance is initiated, the employee and/or the Union shall meet with and discuss the matter with the employee's immediate supervisor. A steward may be present at such discussion. If the problem is not resolved in a discussion, the following procedure shall be used to adjust grievances.

STEP I

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

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

STEP II

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

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

STEP III

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

B. The Department Head or his/her designee shall meet with the Union in an effort to resolve said grievance and reply in

writing or his/her decision within seven (7) calendar days from receipt of Step III to the employee and the Union.

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

D. Any settlement at Step I, II or III shall be binding upon the Employer, Union and the aggrieved employee or employees. Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to refer the case to the succeeding step of the procedure. Upon request, there shall be a meeting at each step of the grievance procedure. A Union steward or a Union Staff Representative may be present at each step meeting. The Union will be informed of an allowed to be in attendance at and participate in all grievance or disciplinary hearings. A grievance may be withdrawn without prejudice to the Union. Failure of the Employer to answer a grievance within the time limit herein shall automatically cause the grievance to advance to the succeeding step of the procedure.

E. If the grievance or arbitration affects more than one employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class. The Union

shall advise the Employer when it knows the grievance affects a group or class of employees.

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

STEP IV

If the matter is not settled in Step III, the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate, setting forth the facts and specific relief requested, within ten (10) calendar days after the answer is given at Step III hereof.

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

In the event the parties cannot mutually agree upon the selection of a full roster of eight (8) arbitrators, the parties

shall contact the Federal Mediation and Conciliation Service (FMCS) for a list of arbitrators in the Chicagoland area (excluding those upon whom agreement may be have been reached). The parties will then alternately strike names from such list until the remaining number of arbitrators are left to make up a roster of eight (8). The Employer will strike first. Arbitrators will advise the parties of their fees and expenses prior to selection and will be expected to charge such fees and expenses. The fee and expenses of the arbitrator shall be borne 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 representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties. Arbitrators shall select a date for arbitration within sixty (60) days of notice that a grievance is ready for arbitration and submit their decision within thirty (30) days following such hearing. The Roster of Arbitrators will be listed in alphabetical order on a list retained by both the Employer and the Union.

Upon a Step IV request for arbitration, arbitrators will be designated by the parties in alphabetical rotating order and subsequently contacted to obtain an arbitrator's commitment to

arbitrate the respective grievance within the stated time limit within seven (7) days from the date the grievances are submitted to the arbitration process. If an arbitrator is not available to hear a case, the next arbitrator in rotating alphabetical order will be chosen. The parties may mutually agree not to use a particular arbitrator for a specific case, or to select an arbitrator who is not on the roster. The parties may agree to submit more than one (1) grievance to a selected arbitrator.

Every year each party has the right to remove up to two (2) arbitrators from the Roster of Arbitrators and have them replaced with other arbitrators selected in the same manner as the initial selection. The parties may mutually agree at any time to remove any arbitrator from the panel of eight (8). If the parties so agree, they may mutually agree to replace such arbitrator with another arbitrator who is mutually acceptable. If, because of such removals, the Roster of Arbitrators falls below six (6), and the parties cannot agree on replacement arbitrators, the parties shall contact the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) arbitrators (excluding those already on or removed from the roster) in the Chicago area for each vacancy on the roster below the complement of six (6).

The parties will then alternately strike names from each such list of arbitrators until one (1) remains from each so that the remaining number of acceptable arbitrators is sufficient to bring

the total roster to at least six (6), or such number greater than six (6) as the parties may agree.

An arbitrable matter must involve the meaning and application of interpretation of a specific provision of this Agreement. Question or arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved.

Section 7.4 Grievance May Be Filed At Step III

An Employer or Union grievance may be filed at Step III. Certain issues which by their nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the appropriate advance step where the action giving rise to the grievance may be resolved.

ARTICLE 8 NON-DISCRIMINATION

Section 8.1 Equal Employment Opportunities

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

Section 8.2 No Discrimination

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

Section 8.3 Union Stewards

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

Section 8.4 Grievances by Employees

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

Section 8.5 Use of Masculine Pronoun

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

Section 8.6 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the Union. The provisions of Article 7 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

Section 8.7 Union Activity

The Employer agrees that no employees shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Labor Relations Act or by this Agreement, or on account of membership in, or activities on behalf of the Union.

ARTICLE 9 WAGES AND ALLOWANCES

Section 9.1 - Annual Salary Schedule

A. The following wage changes will be instituted:

1. The employees on the payroll as of January 1, 2000 and thereafter will each receive a 1.5% increase retroactive to January 1, 2000. (Exhibit A)

2. In 2000, a 2.5% increase will be granted to all employees, effective July 1, 2000. (Exhibit B)

3. In 2001, a 3% increase will be granted to all employees, effective July 1, 2001. (Exhibit C)

4. In 2002, a 2.5% increase will be granted to all employees, effective July 1, 2002. (Exhibit D)

5. In 2003, a 1.5% increase will be granted to all employees, effective January 1, 2003. (Exhibit E)

The Employer will pay to all employees receiving the increases in paragraph 1 above, who are on the payroll as of the effective date of this Agreement, or who retired between July 1, 1999 and the effective date of this Agreement, the additional sum of \$350.00.

The salary schedules for job classifications covered by this Agreement are appended hereto as Exhibit A (effective January 1, 2000), Exhibit B (effective July 1, 2000), Exhibit C (effective July 1, 2001), Exhibit D (effective July 1, 2002) and Exhibit E (effective January 1, 2003).

For all job classifications currently on the Schedule B-C salary schedule, the Employer agrees to adopt a revised 12-step salary schedule, as modified by Section 9.1 above, for job classifications covered by this Agreement, effective July 1, 2000. The schedule will be administered in the same fashion and under the same historical practices as is the current salary schedule. Incumbent employees will be placed on the new schedule at the step in their grade which most closely approximates their then-current pay rate, it being understood that no employee will receive less

than his or her current pay rate. The Employer guarantees that employees who are placed on said schedule will receive an adjustment in their wage rate of not less than 2%, which may be satisfied by the employees' immediate receipt on July 1, 2000 of a step increase to which they may be eligible as a result of their placement on the schedule and their continuous service date. Employees who receive the minimum 2% increase, and as a result are between steps on the new salary schedule, will be placed on the new step plan when they become eligible for their next regular step increase. The placement of the employees on the new schedule will not change their current anniversary date; however, if an employee receives a step increase as a result of his or her placement on the salary schedule, that will result in the employee receiving a new anniversary date, in accordance with the City's historic practice.

Section 9.2 Acting in a Higher Rated Classification

An employee who is directed to perform and does perform or is held accountable for, substantially all of the duties and responsibilities of a higher rated Unit II job for more than five (5) working days shall be paid at the higher rate for all such time, retroactive to the first day of assignment. Should the Employer assign an employee to a position outside of the bargaining unit, the employee shall have the right to refuse to perform the assignment without discipline.

The time limits for such assignments to higher-rated jobs shall be ninety (90) days, except where a regular incumbent is on leave of absence, in which case it shall be six (6) months. The time limits may be extended by mutual agreement of parties. The Employer shall not arbitrarily remove employees out of the higher classification solely to defeat the purpose of this Section.

Section 9.3 Reporting Pay

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

Section 9.4 Uniform Allowance

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

Active Parking Enforcement Aides; Aviation Security Officers; Traffic Control Aides; Animal Control Inspectors; Animal Control Officers; Animal Control Officer Aides; Community Service Aides;

and Senior Public Safety Aides shall receive a uniform allowance or \$550 annually. Active Police Communications Operator I; Police Communications Operator II and Detention Aides shall receive a uniform allowance of \$400 annually. Active Aviation Communication Operators shall receive an allowance of \$50 annually.

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

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

Section 9.5 Salary Progression

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

Section 9.6 Performance Ratings

The exercise of any right by a bargaining unit employee, including but not limited to the use of the current year's sick days (but not any accumulated sick days) or other leave time

permitted by this agreement, shall not adversely affect whether or not under the performance evaluation procedures, an employee receives wage increases.

Section 9.7 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the rate of 29.5 cents per mile with a maximum payment of \$180.00 per month. Effective July 1, 1997, said mileage rate shall increase to 31.5 cents per mile with a maximum of \$200 per month. 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.

ARTICLE 10 HOURS AND OVERTIME

Section 10.1A Hours of Work

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

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

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

For Dispatcher Aides in the Police Department, the normal work week shall consist of forty (40) hours; eight hours per day (excluding the time allocated for the lunch period, normally 1/2 hour of unpaid time), five days per calendar week. Determination of meal periods of over 30 minutes, up to one hour, shall be based upon the nature of the duties and will be determined by the Commanding Officer.

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

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

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

Section 10.1B Overtime

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

times the regular straight time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular work week; or the seventh consecutive day worked in the Employer's work week, shall be paid for at two (2) times the regular hourly rate of pay.

Where employees whose regular days off are other than Saturday and Sunday are required to work on their days off, work on their first regular day off shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay and work on the second regularly scheduled day off shall be paid for at two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen (15) minute segments. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

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

Employees may request payment of overtime in compensatory time. Such requests shall not be unreasonably denied. Use of compensatory time shall be subject to the operational and scheduling needs of the department.

An employee shall use his/her compensatory time within sixty (60) days after it is earned. If, however, an employee's request to use said compensatory time is denied by the Employer, he/she may continue to carry such time for up to one (1) year, whereupon the employee may ask for liquidation of said compensatory time in cash, or may, subject to the approval of the Employer, continue to carry over such compensatory time. Notwithstanding the above, an employee may retain forty (40) hours of accumulated compensatory time.

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

Section 10.2 Uniform Inspection

Each employee scheduled for and reporting to any Uniform Inspection on his/her shift or day off or before or after the start of his/her shift shall receive a minimum of two (2) hours reporting pay.

Section 10.3 Crossing Selection Meeting

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

Section 10.4 Parade Or Other Civic Function

Any time an employee participates in a parade or other civic function, outside of his/her scheduled hours of work, at the

direction of the Employer, said employee shall receive a minimum of four (4) hours pay at the employee's regular rate of pay.

Section 10.5 Employer Meetings

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

Section 10.6 Public Transportation

Where an employee is required to take public transportation to perform his/her duties, such as travel will be at no expense to the employee. Present practices continue for those employees who presently receive this benefit.

Section 10.7 Overtime Seniority

a. A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. Thereafter, overtime and/or premium time at the location shall be offered by seniority in the employee's job classification, provided the most senior employee has the then present ability to perform the job to the Employer's satisfaction without further training. In the event enough of such offers are

not accepted, the Employer mandatorily shall assign such overtime an/or premium time by reverse seniority. If the Employer has advance knowledge of the need for overtime, employees shall be notified. In the event there are more offers to work the overtime than are needed, the selection will be offered to the most senior employee who has the then present ability to perform the job to the Employer's satisfaction.

b. Those employees in any classification who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification have been afforded the opportunity.

Section 10.8 Change of Day Off

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

Section 10.9 Parking Enforcement Aides-O'Hare Airport

Assignments to O'Hare Airport for Parking Enforcement Aides shall be offered first to volunteers. Thereafter, if there are not

3. In 2001, a 3% increase will be granted to all employees, effective July 1, 2001. (Exhibit C)

4. In 2002, a 2.5% increase will be granted to all employees, effective July 1, 2002. (Exhibit D)

5. In 2003, a 1.5% increase will be granted to all employees, effective January 1, 2003. (Exhibit E)

The Employer will pay to all employees receiving the increases in paragraph 1 above, who are on the payroll as of the effective date of this Agreement, or who retired between July 1, 1999 and the effective date of this Agreement, the additional sum of \$350.00. Crossing Guards shall receive \$175.00.

The salary schedules for job classifications covered by this Agreement are appended hereto as Exhibit A (effective January 1, 2000), Exhibit B (effective July 1, 2000), Exhibit C (effective July 1, 2001), Exhibit D (effective July 1, 2002) and Exhibit E (effective January 1, 2003).

For all job classifications currently on the Schedule B-C salary schedule, the Employer agrees to adopt a revised 12-step salary schedule, as modified by Section 9.1 above, for job classifications covered by this Agreement, effective July 1, 2000. The schedule will be administered in the same fashion and under the same historical practices as is the current salary schedule. Incumbent employees will be placed on the new schedule at the step in their grade which most closely approximates their then-current pay rate, it being understood that no employee will receive less

ARTICLE 11
WATCHES

Section 11.1 Post Selection, Crossing Guards

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

Section 11.2 Filling of Permanent Vacancies

- (a) The Employer shall determine if there is a permanent vacancy to be filled and at any time before said vacancy is filled whether or not said vacancy shall be filled.
- (b) Employees within a department in the same job classification who desire a change in shift, day off or location of their job assignment shall request such time change in writing on the Employer's form at any time for the remainder of the calendar year. An employee may make no more than one request at a time. When an employee request is executed the employee may not submit another request for six (6) months from the date the transfer is effected.

- (c) When filling a vacancy, the Employer shall select the most senior employee in the job classification in the department who has such a request on file prior to any notice of posting being sent to the Union, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation. The Employer shall give the Union a list of newly transferred employees by department once a month.
- (d) Employees may bid on jobs the Employer determines to be permanently vacant for promotion or for appointment to bargaining unit job classifications other than the employee's current job classification. A successful bidder shall not be eligible to bid for six (6) months following their appointment to a position filled under this Article.
- (e) The posting of an Employer determined permanent vacancy shall be on appropriate bulletin boards in the Department and at other appropriate locations as determined by the Employer. Said vacancy shall be posted for fourteen (14) days. The posting shall contain at least the following: job title, qualifications, days off, shift, hours, work location, if known, and rate of pay. the Union shall receive notice of such posting at least one (1) day prior to the opening of such posting.

- (f) All applicants for Employer determined permanent vacant jobs shall meet the minimum qualifications established by the Employer for the job in order to be considered for selection by the Employer.
- (g) Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which are determined to be permanently vacant by the Employer. The Employer shall select the most qualified applicant. In making selections, bargaining unit bidders shall be given preference over non-bargaining unit applicants from a Department of Personnel referral list. Where applicants are equally qualified, the Employer shall select the most senior employee with due regard to the Employer's efforts to ensure equal employment opportunities. "Ability" shall be determined by Employer based upon performance evaluations, experience, training, proven ability and similar criteria.

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

The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate to the Employer's satisfaction that he or she can perform the job. If the Employer determines at any time during that period that the successful bidder cannot perform the job, then the successful bidder shall be returned to the

job he/she held just prior to the awarding of the bid, displacing, if necessary, any employee who has been placed into said job.

Section 11.3 Change of Watch Notification

When a mandatory change of watch is made by the Employer, a reasonable notice will be given to the employee. The Employer shall give five (5) days advance notice to the affected employees. The advance notice requirements apply if such lead time is available to the Employer. Employee seniority shall be considered when making said watch changes.

Section 11.4 Back to Back Shifts on Change Day

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

Section 11.5 Retreat

An employee who is appointed or promoted to a new job classification shall, for a period of 120 days, be permitted to return to his/her former job classification in the bargaining unit, if the Employer determines that the job is vacant, or if the job is not vacant the said employee shall be placed on a reinstatement

list. Such employees shall retain seniority and other benefits previously accrued in the job classification to which they are returning subject to the provisions of Article 18.4.

Section 11.6 Balancing The Work Force

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

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

ARTICLE 12 HOLIDAYS

Section 12.1 Crossing Guards

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

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

6. Memorial Day
7. Fourth of July (for those Crossing Guards who work during the month of July)
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Christmas Day

Provided the employee works the full scheduled work day immediately preceding and the full scheduled work day immediately following all holidays unless excused by the Employer, except Christmas Day and New Year's Day.

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

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

Day after Thanksgiving Day
Labor Day
One Personal Day

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

Section 12.2 Full-Time Salaried Employees

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

1. New Year's Day
2. Dr. Martin Luther King, Jr.'s Birthday

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

Provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission will not be unreasonably denied.

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

Section 12.3 Holiday Observance

Except for employees whose regularly scheduled work week includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holidays; said

holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled work week includes Saturday or Sunday will be observed on that day.

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

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

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

Employees whose regular day off coincides with an established holiday and who are required to work a regular tour of duty on that holiday, shall be paid at two and one half (2 1/2) times the current hourly rate of pay which shall include holiday pay or at the employee's option shall be credited with two and one half (2 1/2) times all hours worked in compensatory time. An employee may accumulate up to forty (40) hours of compensatory time.

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

Section 12.4 Failure to Report to Work on a Scheduled Holiday

If an employee is scheduled to work on a Holiday and fails to report for work, the employee shall forfeit his/her right to pay for that paid scheduled holiday. An employee may utilize any available time, in accordance with the applicable Employer policy.

ARTICLE 13
VACATIONS

Section 13.1 Non-Crossing Guard Employees

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

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

a. Pro Rata Vacations

An employee shall be eligible for pro rata vacation if:

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

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

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

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

b. Retention of Eligibility

All earned vacation leave not taken in the vacation year it is due shall be forfeited unless the employee was denied vacation by the Employer. Employees on Duty Disability shall retain any vacation leave earned prior to being placed on Duty Disability leave, together with all vacation time earned during the period of Duty Disability for the twelve (12) months following the date on

which the person became disabled, and shall be entitled to use such vacation time within twelve (12) months following their return to work. Vacation leave earned before the execution of this Agreement must be taken within nine (9) months of the execution of this Agreement, or it shall be forfeited.

c. Employees who are terminated for cause shall not be entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of thirty (30) days or engaged in conduct in violation of Article 4 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

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

Section 13.2 Crossing Guards Vacation Time

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

After one (1) year of credited service	-	36 hours pay
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After two (2) years of credited service	-	60 hours pay
After nine (9) years of credited service	-	72 hours pay
After fourteen (14) years of credited service	-	92 hours pay
After twenty-four (24) years of credited service	-	96 hours pay
After twenty-five (25) years of credited service	-	100 hours pay

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

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

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

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

The Employer may temporarily detail Crossing Guards within the Area as needed to cover such absenteeism; provided however, if the Employer details a Crossing Guard outside the District within the Area, said detail shall be by reverse seniority; shall be for not

longer than 3 days; and the Crossing Guard's regular 4-hour minimum shall be increased to 6 hours for said 3 days.

Section 13.3 Vacation Selection

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

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

ARTICLE 14 GROUP HEALTH AND CONTRIBUTIONS

Section 14.1 Group Health and Contributions

The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life (\$25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees.

Effective January 1, 2001, employees will be responsible for health care contributions on a per pay period basis for either the Blue Cross PPO or the HMO plan of their choice, based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example,

contributions at selected salary levels per pay period will be as follows:

<u>ANNUAL SALARY</u>	<u>SINGLE 1.0281%</u>	<u>EMPLOYEE +1 1.5797%</u>	<u>FAMILY 1.9705%</u>
Up to \$30,000	12.50	19.00	22.00
\$30,001	12.85	19.75	24.63
\$40,000	17.14	26.33	32.84
\$50,000	21.42	32.91	41.05
\$60,000	25.70	39.49	49.26
\$70,000	29.99	46.07	57.47
\$80,000	34.27	52.66	65.68
\$89,999	38.55	59.24	73.89
\$90,000 +	38.60	59.30	73.95

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

Section 14.2 Self Insurance Plans

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

Section 14.3 Disputes

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

Section 14.4 HMO

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 selection an HMO is subject to conditions for eligibility set by

the HMO, notwithstanding anything in this Agreement to the contrary.

Section 14.5 Dual Coverage

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

Section 14.6 Non-Crossing Guard Benefits

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

Section 14.7 Crossing Guard Benefits

The current practices relating to the payment of hospitalization premiums on a year-round basis for Crossing Guards and their dependents, and, similarly, the current practice relating to the payment of hospitalization premiums by the Employer for ten (10) pay periods or five (5) full months of medical leave for each year for Crossing Guards and their dependents when a Crossing Guard is on medical or maternity leave of absence or when a Crossing Guard is off the payroll for ten (10) pay periods per year because of illness, shall continue for the duration of this Agreement.

Section 14.8 Crossing Guards - Board of Education Interruption of Service

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

ARTICLE 15
PAID LEAVES

Section 15.1 - Bereavement Pay

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

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

Section 15.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard,

and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that employees, as a condition precedent to payment, deposit her/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that employees, as a condition precedent to payment, deposit his/her military pay for all days compensated by the Employer with the City Comptroller.

Section 15.3 Jury Duty Leave/Subpoena

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

Section 15.4 Sick Leave

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

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

Notwithstanding the foregoing, effective January 1, 1998 and thereafter, said employees who receive paid sick time shall be credited with one (1) day of paid sick leave on the first day of each month. In the event an employee, or a member of employee's immediate family, experiences a serious health condition within the meaning of the Family and Medical Leave Act, upon request of the employee, the Employer will advance to said employee up to the full amount of sick time the employee would normally be credited with for the remainder of that calendar year. Should the employee's, or his/her immediate family member's serious health condition require the employee to be absent into the next calendar year, upon request

of the employee, the Employer will advance to said employee up to the full amount of sick time the employee would normally be credited with for the remainder of that calendar year. The Employer reserves the right to require an employee to provide documentation that a serious illness which would qualify for family and medical leave under the FMLA exists.

Use of sick leave as provided for in this Article shall not be detrimental to the evaluation of an employee's job performance. Employees who use sick leave as provided herein shall have their job performance evaluated on the same basis and under the same criteria as employees who have not used sick leave. Nothing herein shall preclude the Employer from delaying an employee's evaluation in the event that the time worked by the employee during the evaluation period does not provide an adequate basis for evaluation.

Section 15.5 Injury on Duty

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

Section 15.6 Marriage Leave

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

Section 15.7 Family and Medical Leave

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

- (1) for the birth of an employee's child and to care for such child;
- (2) for the placement of a child with the employee for adoption or foster care;
- (3) to care for the employee's spouse, child or parent with a serious health condition; and
- (4) due to a serious health condition affecting the employee.

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

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

Section 15.8 Duty Disability Leave

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten working days upon

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

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

ARTICLE 16

UNION RIGHTS

Section 16.1 Union Rights

Authorized representatives of the Union shall be permitted entry to the premises of the Employer at any reasonable time for purpose of handling grievances, observing conditions under which employees are working and to administer this Agreement consistent with current practices. The Union will not abuse this right, and

such right of entry shall at all times be conducted in a manner so as not to interfere with the Employer's normal operations. The Union shall be responsible for keeping the Employer continuously informed, in writing, of the names of the Union's authorized representatives. The Employer may change or set rules of access, provided any change in current practice shall be reasonable and subject to the grievance procedure.

Section 16.2 Bulletin Boards

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

Section 16.3 Union Meetings

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

Section 16.4 Grievance Processing

Reasonable time while on duty shall be permitted Union representatives including stewards, if selected, for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be

without loss of pay. Stewards shall not unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle or process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Section 16.5 Negotiating Team

Employees designated as being on the Union's negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay, provided the number of negotiation team members is acceptable to the Employer.

Section 16.6 Labor-Management Committee

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

shall prepare and submit an agenda to the other one week prior to the scheduled meeting.

Section 16.7 Time Off for Union Activities

At the Union's request, Stewards and/or Union Representatives shall be allowed time off without pay for legitimate Union business, such as Union meetings, committee and/or board meetings, training sessions or conferences. Nothing shall prevent an employee from using any accumulated time to cover such absences.

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

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

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

Section 16.8 Pay for Meetings

Employees shall be allowed time off with pay at the employee's regular rate of pay to attend meetings if agreed to by the Employer, scheduled by the employer or mandated by this Agreement.

ARTICLE 17
LEAVES WITHOUT PAY

Section 17.1 Personal Leave

Non-probationary employees may apply for leaves of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leaves shall be reinstated to their former job subject to the layoff, recall and break-in-service provisions of this Agreement.

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

Section 17.2 Medical Leave

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

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

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

the employee shall be returned to his/her former job if it is open.
If not, the employee will be placed on a list for reinstatement.

Section 17.3 Union Leave

Up to three (3) non-probationary employees shall be granted Union leaves of absence at any one time to serve on the Union staff or to be an officer of the Union, for up to two (2) years. Any current Union leaves of absence shall be automatically extended for up to two (2) years. The number and length of such leaves may be increased by mutual written agreement of the Employer and Union. Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

All employees who return from leaves of absence shall, as a condition of their return, have the present ability to perform the required work without further training after a reasonable amount of orientation.

ARTICLE 18 CONTINUOUS SERVICE

Section 18.1 Continuous Service

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption 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 or layoff of thirty (30) days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

* In the event two 92) or more employees have the same seniority date (time-in-title), a lottery shall be conducted to break seniority ties.

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

Section 18.2 Interruption in Service

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

Section 18.3 Reciprocity

Employees hired prior to the effective date of this Agreement who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional

Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary scheduled. However, employees hired after the effective date of this Agreement who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 18.4 Break In Service

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

- a. quits or resigns;
- b. is discharged for cause;
- c. retires;
- d. absent for five (5) consecutive work days without notifying the employee's authorized Employer representative, unless circumstances preclude the employee, or someone in the employee's behalf, from giving such notice;
- e. does not actively work for the Employer for 12 months for any reason except military service, approved Union or medical leave of absence, or duty disability leave;

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

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

Section 18.5 Probationary Employment

New employees will be regarded as probationary employees for the first six (6) months of their employment and will receive no seniority or continuous service credit during such probationary period. Any period of absence from work in excess of ten (10) working days shall extend the probationary period of time equal to the absence. Probationary employees continuing in the service of the Employer after six (6) months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedure, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served ninety (90) days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary

employee who has served ninety (90) days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 18.4 of this Agreement.

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

ARTICLE 19 INDEMNIFICATION

Section 19.1 Safety

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

Section 19.2 Employer Responsibility

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

Section 19.3 Legal Representation

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

Section 19.4 Cooperation

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

Section 19.5 Applicability

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

Section 19.6 Punitive Damages

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

Section 19.7 Expedited Arbitration

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

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

ARTICLE 20
LAYOFFS AND RE-EMPLOYMENT

Section 20.1 Notice of Layoffs

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

Section 20.2 Hiring During Layoffs

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

Section 20.3 Layoffs and Recall

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

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

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

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

ARTICLE 21 **MISCELLANEOUS**

Section 21.1 Tuition Reimbursement

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

Section 21.2 Waiver

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

section 21.3 Modifications

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

Section 21.4 Separability

Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by decree of a court of competent jurisdiction, only that portion of the Agreement shall be come null and void, and the remainder shall remain in full force and effect in accordance with its terms. The parties shall meet relating to the repeal of any such provision.

Section 21.5 Residency

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

Section 21.6 Day Care

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

ARTICLE 22 **TECHNOLOGICAL CHANGE**

Section 22.1 Technological Change

A technological change is a change in equipment or a change in process or method of operation which diminishes the total number of employee hours required to operate a department. An employee whose

services shall no longer be required as a result of such change shall be considered to be displaced by a technological change. The term shall not include layoffs caused by economic conditions, variations in service requirements, or any temporary or seasonal interruption of work.

Section 22.2 Notice of Technological Change

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

1. A description of the nature of the change;
2. The date on which the Employer proposes to effect the change;
3. The approximate number, type and location of employees likely to be affected by the change; and
4. The effects the change may be expected to have on the employee's working conditions and terms employment.

Section 22.3 Implementation

The Employer, upon request of the Union, shall meet with the Union concerning the implementation of any technological changes. The meeting shall take place within five (5) days after the Employer receives the Union's request. The Employer and the Union

shall in good faith attempt to mutually resolve any employee problems resulting from the implementation of said technological changes, with due regard for the needs of the Employer.

ARTICLE 23
DRUG AND ALCOHOL PROGRAM

Section 23.1 Policy Statement

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

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

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

Section 23.2 Definitions

- (a) Alcohol: Ethyl alcohol
- (b) Prohibited Items and Substances: All illegal drugs and controlled substances, alcoholic beverages, and drug paraphernalia in the possession of, or being used by, an employee on the job or the premises of the Employer.
- (c) Employer Premises: All property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer has authority as employer.
- (d) Employer: All persons covered by this Agreement.
- (e) Accident: an event resulting in injury to a person requiring medical attention or causing significant damage to property to which an employee contributed as a direct or indirect cause.
- (f) Reasonable Cause: Erratic or unusual behavior by an employee, including but not limited to noticeable imbalance, incoherence and disorientation, which would lead a person of ordinary sensibilities to conclude that the employee is under the influence of drugs and/or alcohol.
- (g) Under the Influence: Any mental, emotional, sensory or physical impairment due to the use of drugs or alcohol.
- (h) Test: The taking and analysis of any body component sample, whether by blood, breath, urine, or in any other

scientifically reliable manner, for the purpose of identifying, measuring or quantifying the presence or absence of drugs, alcohol or any metabolite thereof.

Section 23.3 Disciplinary Action

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

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

- (i) test positive for drug and/or alcohol use;
- (ii) refuse to cooperate with testing procedures;
- (iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

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

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

Section 23.4 Drug and Alcohol Testing

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

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

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

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

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

(c) Drug and alcohol testing will be conducted by an independent laboratory accredited by the United States Department

of Health and Human Services ("DHHS"), and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

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

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

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

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

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be

prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner will inform the applicable department head of any employee who tests positive for alcohol or drugs, who in turn will initiate disciplinary proceeding under Section 23.3 above.

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

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

Section 23.5 Employee Assistance Program

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

ARTICLE 24
RATIFICATION AND TERMINATION

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

Subject to approval by the City Council, this Agreement shall go into effect July 1, 1999, and continue in full force and effect from said date to June 30, 2003, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

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

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

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representatives, has executed this document as of the _____ day of _____, 2001.

CITY OF CHICAGO

FOR THE UNIONS

By: _____

By: _____

IN WITNESS WHEREOF, each of the parties hereto, by its duly
authorized representatives, has executed this document as of the
_____ day of _____, 2001.

CITY OF CHICAGO

By: William Linde

FOR THE UNIONS

By: [Signature]

CITY OF CHICAGO TUITION REIMBURSEMENT POLICY

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

I. EFFECTIVE DATE: This policy is effective June 1, 1981. Reimbursement for any course commencing on or after this will be subject to this policy statement.

II. ELIGIBILITY REQUIREMENTS:

A. Applicants

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

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

B. Educational and Vocational/Technical Institutions

1. Applicant's school of enrollment must offer resident classroom instruction and be chartered by and reside within the State of Illinois.

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

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

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

C. Course of Study

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

III. CONDITIONS AND LIMITATIONS ON REIMBURSEMENT:

A. Reimbursement is limited to two courses per item.

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

C. Reimbursement will be limited by the amount of financial aid the employee receives from other sources.

D. Tuition fees paid to any City College of Chicago will NOT be reimbursed.

E. Reimbursement will be based on available funds.

F. The application must be approved by the employee's Department Head of designated authority and by the Department of Personnel.

G. All applications must be submitted to the Department of Personnel within 30 days after the ate classes begin.

H. In the case of a work-related seminar, the application and accompanying letter of explanation must be approved by the Department of Personnel prior to the date of the seminar.

I. The timely reimbursement of tuition to the employee is dependent upon the earliest of applications, Release of Financial Aid Information forms, original grade reports and original receipts of payment by the Department of Personnel. Carbon, photostatic, or Xerox copies will NOT be accepted.

J. Employees expecting late final grade(s) or for some other reason wishing to hold open their reimbursement request must promptly notify the Department of Personnel. Unless this procedure is followed, reimbursement will not be paid.

IV. APPLICATION PROCEDURE:

A. Undergraduate Student

1. Complete two (2) copies of the Tuition Reimbursement Application form (PER-50).

2. Complete one (1) copy of the Release of Financial Aid Information form (PER-51).

3. Immediately send one (1) copy of the PER-50 form, without the departmental signatures, and the PER-51 form to the Department of Personnel, Staff & Organization Development, City Hall - Room 1101.

4. Send the second copy of the PER-50 form through your department to secure the Department Head's or designated representative's signature. When the second copy is received by

the Department of Personnel, the application will be reviewed and the applicant will be notified of its approval or disapproval.

B. Graduate and Vocational/Technical Students

1. Complete steps A1-4 as above.
2. Prepare a letter of explanation to the Commissioner of Personnel describing how your course of study is related to your present or future job duties. This letter is to be signed by the Department Head or designated representative and submitted with the second copy of the PER-50 to the Department of Personnel. Only one letter needs to be on file during your course of study.

C. Work-Related Seminar Participants

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

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

A. Undergraduate School

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

B. Graduate and Professional School

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

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

C. Grade of "Pass" in a course graded on a Pass/Fail basis:

Full time - 75%; Part time - 37½

D. Work-related seminars are reimbursed for the registration fee only.

APPENDIX B

UNIT II CLASSIFICATIONS AND SALARY GRADES

Grade 9	Parking Enforcement Aide
Grade 10	Traffic Control Aide
Grade 11	Animal Control Officer
Grade 12	Animal Control Inspector Aviation Communications Operator Aviation Security Officer Detention Aide Police Communications Operator I
Grade 14	Police Communications Operator II
	Crossing Guard, HO1

SCHEDULE I

PUBLIC SAFETY

JANUARY 1, 1999

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATES		TOP BASE RATE
	FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS
1 ANNUAL	13,824	14,472	15,240	15,948	16,788
MONTHLY	1,152	1,206	1,270	1,329	1,399
2 ANNUAL	14,472	15,240	15,948	16,788	17,616
MONTHLY	1,206	1,270	1,329	1,399	1,468
3 ANNUAL	15,240	15,948	16,788	17,616	18,468
MONTHLY	1,270	1,329	1,399	1,468	1,539
4 ANNUAL	15,948	16,788	17,616	18,468	19,320
MONTHLY	1,329	1,399	1,468	1,539	1,610
5 ANNUAL	16,788	17,616	18,468	19,320	20,244
MONTHLY	1,399	1,468	1,539	1,610	1,687
6 ANNUAL	18,468	19,320	20,244	21,240	22,308
MONTHLY	1,539	1,610	1,687	1,770	1,859
7 ANNUAL	19,320	20,244	21,240	22,308	23,412
MONTHLY	1,610	1,687	1,770	1,859	1,951
8 ANNUAL	20,244	21,240	22,308	23,412	24,588
MONTHLY	1,687	1,770	1,859	1,951	2,049
9 ANNUAL	22,308	23,412	24,588	25,848	27,084
MONTHLY	1,859	1,951	2,049	2,154	2,257
10 ANNUAL	24,588	25,848	27,084	28,404	29,904
MONTHLY	2,049	2,154	2,257	2,367	2,492
11 ANNUAL	27,084	28,404	29,904	31,356	32,940
MONTHLY	2,257	2,367	2,492	2,613	2,745
12 ANNUAL	29,904	31,356	32,940	34,572	36,336
MONTHLY	2,492	2,613	2,745	2,881	3,028
13 ANNUAL	32,940	34,572	36,336	38,148	40,008
MONTHLY	2,745	2,881	3,028	3,179	3,334
14 ANNUAL	36,336	38,148	40,008	42,072	44,172
MONTHLY	3,028	3,179	3,334	3,506	3,681

SCHEDULE I

JANUARY 1, 1999

PUBLIC SAFETY

LONGEVITY SALARY SCHEDULE

CLASS GRADE	AFTER 1 YR. AT TOP BASE RATE AND 6 YEARS CONTINUOUS SERVICE	AFTER 1 YR. AT FIRST LONGEVITY RATE & 10 YRS CONTINUOUS SERVICE	AFTER 1 YR. AT SECOND LONGEVITY RATE & 16 YRS CONTINUOUS SERVICE	AFTER 1 YR. AT THIRD LONGEVITY RATE & 20 YRS CONTINUOUS SERVICE	AFTER 1 YR. AT FOURTH LONGEVITY RATE & 25 YRS CONTINUOUS SERVICE
1 ANNUAL	17,616	18,468	19,320	20,244	21,240
MONTHLY	1,468	1,539	1,610	1,687	1,770
2 ANNUAL	18,468	19,320	20,244	21,240	22,308
MONTHLY	1,539	1,610	1,687	1,770	1,859
3 ANNUAL	19,320	20,244	21,240	22,308	23,412
MONTHLY	1,610	1,687	1,770	1,859	1,951
4 ANNUAL	20,244	21,240	22,308	23,412	24,588
MONTHLY	1,687	1,770	1,859	1,951	2,049
5 ANNUAL	21,240	22,308	23,412	24,588	25,848
MONTHLY	1,770	1,859	1,951	2,049	2,154
6 ANNUAL	23,412	24,588	25,848	27,084	28,404
MONTHLY	1,951	2,049	2,154	2,257	2,367
7 ANNUAL	24,588	25,848	27,084	28,404	29,904
MONTHLY	2,049	2,154	2,257	2,367	2,492
8 ANNUAL	25,848	27,084	28,404	29,904	31,356
MONTHLY	2,154	2,257	2,367	2,492	2,613
9 ANNUAL	28,404	29,904	31,356	32,940	34,572
MONTHLY	2,367	2,492	2,613	2,745	2,881
10 ANNUAL	31,356	32,940	34,572	36,336	38,148
MONTHLY	2,613	2,745	2,881	3,028	3,179
11 ANNUAL	34,572	36,336	38,148	40,008	42,072
MONTHLY	2,881	3,028	3,179	3,334	3,506
12 ANNUAL	38,148	40,008	42,072	44,172	46,332
MONTHLY	3,179	3,334	3,506	3,681	3,861
13 ANNUAL	42,072	44,172	46,332	48,732	51,144
MONTHLY	3,506	3,681	3,861	4,061	4,262
14 ANNUAL	46,332	48,732	51,144	53,508	55,920
MONTHLY	3,861	4,061	4,262	4,459	4,660

SCHEDULE I

PUBLIC SAFETY

JANUARY 1, 2000

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATES		TOP BASE RATE
	FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS
1 ANNUAL	14,028	14,688	15,468	16,188	17,040
MONTHLY	1,169	1,224	1,289	1,349	1,420
2 ANNUAL	14,688	15,468	16,188	17,040	17,880
MONTHLY	1,224	1,289	1,349	1,420	1,490
3 ANNUAL	15,468	16,188	17,040	17,880	18,744
MONTHLY	1,289	1,349	1,420	1,490	1,562
4 ANNUAL	16,188	17,040	17,880	18,744	19,608
MONTHLY	1,349	1,420	1,490	1,562	1,634
5 ANNUAL	17,040	17,880	18,744	19,608	20,544
MONTHLY	1,420	1,490	1,562	1,634	1,712
6 ANNUAL	18,744	19,608	20,544	21,564	22,644
MONTHLY	1,562	1,634	1,712	1,797	1,887
7 ANNUAL	19,608	20,544	21,564	22,644	23,760
MONTHLY	1,634	1,712	1,797	1,887	1,980
8 ANNUAL	20,544	21,564	22,644	23,760	24,960
MONTHLY	1,712	1,797	1,887	1,980	2,080
9 ANNUAL	22,644	23,760	24,960	26,232	27,492
MONTHLY	1,887	1,980	2,080	2,186	2,291
10 ANNUAL	24,960	26,232	27,492	28,836	30,348
MONTHLY	2,080	2,186	2,291	2,403	2,529
11 ANNUAL	27,492	28,836	30,348	31,824	33,432
MONTHLY	2,291	2,403	2,529	2,652	2,786
12 ANNUAL	30,348	31,824	33,432	35,088	36,876
MONTHLY	2,529	2,652	2,786	2,924	3,073
13 ANNUAL	33,432	35,088	36,876	38,724	40,608
MONTHLY	2,786	2,924	3,073	3,227	3,384
14 ANNUAL	36,876	38,724	40,608	42,708	44,832
MONTHLY	3,073	3,227	3,384	3,559	3,736

SCHEDULE I

JANUARY 1, 2000

PUBLIC SAFETY

LONGEVITY SALARY SCHEDULE

CLASS GRADE	AFTER 1 YR. AT TOP BASE RATE AND 6 YEARS CONTINUOUS SERVICE	AFTER 1 YR. AT FIRST LONGEVITY RATE & 10 YRS CONTINUOUS SERVICE	AFTER 1 YR. AT SECOND LONGEVITY RATE & 16 YRS CONTINUOUS SERVICE	AFTER 1 YR. AT THIRD LONGEVITY RATE & 20 YRS CONTINUOUS SERVICE	AFTER 1 YR. AT FOURTH LONGEVITY RATE & 25 YRS CONTINUOUS SERVICE
1 ANNUAL	17,880	18,744	19,608	20,544	21,564
MONTHLY	1,490	1,562	1,634	1,712	1,797
2 ANNUAL	18,744	19,608	20,544	21,564	22,644
MONTHLY	1,562	1,634	1,712	1,797	1,887
3 ANNUAL	19,608	20,544	21,564	22,644	23,760
MONTHLY	1,634	1,712	1,797	1,887	1,980
4 ANNUAL	20,544	21,564	22,644	23,760	24,960
MONTHLY	1,712	1,797	1,887	1,980	2,080
5 ANNUAL	21,564	22,644	23,760	24,960	26,232
MONTHLY	1,797	1,887	1,980	2,080	2,186
6 ANNUAL	23,760	24,960	26,232	27,492	28,836
MONTHLY	1,980	2,080	2,186	2,291	2,403
7 ANNUAL	24,960	26,232	27,492	28,836	30,348
MONTHLY	2,080	2,186	2,291	2,403	2,529
8 ANNUAL	26,232	27,492	28,836	30,348	31,824
MONTHLY	2,186	2,291	2,403	2,529	2,652
9 ANNUAL	28,836	30,348	31,824	33,432	35,088
MONTHLY	2,403	2,529	2,652	2,786	2,924
10 ANNUAL	31,824	33,432	35,088	36,876	38,724
MONTHLY	2,652	2,786	2,924	3,073	3,227
11 ANNUAL	35,088	36,876	38,724	40,608	42,708
MONTHLY	2,924	3,073	3,227	3,384	3,559
12 ANNUAL	38,724	40,608	42,708	44,832	47,028
MONTHLY	3,227	3,384	3,559	3,736	3,919
13 ANNUAL	42,708	44,832	47,028	49,464	51,912
MONTHLY	3,559	3,736	3,919	4,122	4,326
14 ANNUAL	47,028	49,464	51,912	54,312	56,760
MONTHLY	3,919	4,122	4,326	4,526	4,730

JULY 1, 2000

PUBLIC SAFETY

INTERMEDIATE RATES

LONGEVITY RATES

CLASS GRADE		ENTRANCE RATE		TOP BASE RATE NEXT 12 MONTHS	AFTER 1 YEAR AT TOP BASE RATE & 5 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST INTERMEDIATE RATE & 8 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT SECOND INTERMEDIATE RATE & 11 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT THIRD INTERMEDIATE RATE & 14 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FOURTH INTERMEDIATE RATE & 17 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST LONGEVITY RATE & 20 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT SECOND LONGEVITY RATE & 23 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT THIRD LONGEVITY RATE & 25 YRS CONTINUOUS SERVICE
		FIRST 6 MONTHS	NEXT 12 MONTHS									
1	ANNUAL	14,496	15,180	15,900	16,656	17,448	18,276	19,140	20,052	21,000	21,996	23,040
	MONTHLY	1,208	1,265	1,325	1,388	1,454	1,523	1,595	1,671	1,750	1,833	2,011
2	ANNUAL	15,180	15,900	16,656	17,448	18,276	19,140	20,052	21,000	21,996	23,040	24,132
	MONTHLY	1,265	1,325	1,388	1,454	1,523	1,595	1,671	1,750	1,833	1,920	2,107
3	ANNUAL	15,900	16,656	17,448	18,276	19,140	20,052	21,000	21,996	23,040	24,132	25,284
	MONTHLY	1,325	1,388	1,454	1,523	1,595	1,671	1,750	1,833	1,920	2,011	2,107
4	ANNUAL	17,448	18,276	19,140	20,052	21,000	21,996	23,040	24,132	25,284	26,484	27,744
	MONTHLY	1,454	1,523	1,595	1,671	1,750	1,833	1,920	2,011	2,107	2,207	2,312
5	ANNUAL	18,276	19,140	20,052	21,000	21,996	23,040	24,132	25,284	26,484	27,744	29,064
	MONTHLY	1,523	1,595	1,671	1,750	1,833	1,920	2,011	2,107	2,207	2,312	2,422
6	ANNUAL	20,052	21,000	21,996	23,040	24,132	25,284	26,484	27,744	29,064	30,444	31,896
	MONTHLY	1,671	1,750	1,833	1,920	2,011	2,107	2,207	2,312	2,422	2,537	2,658
7	ANNUAL	21,000	21,996	23,040	24,132	25,284	26,484	27,744	29,064	30,444	31,896	33,408
	MONTHLY	1,750	1,833	1,920	2,011	2,107	2,207	2,312	2,422	2,537	2,658	2,784
8	ANNUAL	21,996	23,040	24,132	25,284	26,484	27,744	29,064	30,444	31,896	33,408	34,992
	MONTHLY	1,833	1,920	2,011	2,107	2,207	2,312	2,422	2,537	2,658	2,784	2,916
9	ANNUAL	24,132	25,284	26,484	27,744	29,064	30,444	31,896	33,408	34,992	36,660	38,400
	MONTHLY	2,011	2,107	2,207	2,312	2,422	2,537	2,658	2,784	2,916	3,055	3,196
10	ANNUAL	26,484	27,744	29,064	30,444	31,896	33,408	34,992	36,660	38,400	40,224	42,132
	MONTHLY	2,207	2,312	2,422	2,537	2,658	2,784	2,916	3,055	3,196	3,352	3,511
11	ANNUAL	29,064	30,444	31,896	33,408	34,992	36,660	38,400	40,224	42,132	44,136	46,236
	MONTHLY	2,422	2,537	2,658	2,784	2,916	3,055	3,200	3,352	3,511	3,678	3,853
12	ANNUAL	31,896	33,408	34,992	36,660	38,400	40,224	42,132	44,136	46,236	48,432	50,736
	MONTHLY	2,658	2,784	2,916	3,055	3,200	3,352	3,511	3,678	3,853	4,036	4,228
13	ANNUAL	34,992	36,660	38,400	40,224	42,132	44,136	46,236	48,432	50,736	53,148	55,668
	MONTHLY	2,916	3,055	3,200	3,352	3,511	3,678	3,853	4,036	4,228	4,429	4,639
14	ANNUAL	38,400	40,224	42,132	44,136	46,236	48,432	50,736	53,148	55,668	58,308	61,080
	MONTHLY	3,200	3,352	3,511	3,678	3,853	4,036	4,228	4,429	4,639	4,859	5,090

PUBLIC SAFETY

SCHEDULE I

BASE SALARY PLAN

INTERMEDIATE RATES

LONGEVITY RATES

JULY 1, 2001

CLASS GRADE		ENTRANCE RATE		TOP BASE RATE		AFTER 1 YEAR AT TOP BASE RATE & 5 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST INTERMEDIATE RATE & 8 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT SECOND INTERMEDIATE RATE & 11 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT THIRD INTERMEDIATE RATE & 14 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FOURTH INTERMEDIATE RATE & 17 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST LONGEVITY RATE & 20 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT SECOND LONGEVITY RATE & 23 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT THIRD LONGEVITY RATE & 25 YRS CONTINUOUS SERVICE
		FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS								
1	ANNUAL	14,928	15,636	16,380	17,160	17,976	18,828	19,716	20,652	21,636	22,656	23,736	24,852
	MONTHLY	1,244	1,303	1,365	1,430	1,498	1,569	1,643	1,721	1,803	1,888	1,978	2,071
2	ANNUAL	15,636	16,380	17,160	17,976	18,828	19,716	20,652	21,636	22,656	23,736	24,852	26,040
	MONTHLY	1,303	1,365	1,430	1,498	1,569	1,643	1,721	1,803	1,888	1,978	2,071	2,170
3	ANNUAL	16,380	17,160	17,976	18,828	19,716	20,652	21,636	22,656	23,736	24,852	26,040	27,276
	MONTHLY	1,365	1,430	1,498	1,569	1,643	1,721	1,803	1,888	1,978	2,071	2,170	2,273
4	ANNUAL	17,976	18,828	19,716	20,652	21,636	22,656	23,736	24,852	26,040	27,276	28,572	29,940
	MONTHLY	1,498	1,569	1,643	1,721	1,803	1,888	1,978	2,071	2,170	2,273	2,381	2,495
5	ANNUAL	18,828	19,716	20,652	21,636	22,656	23,736	24,852	26,040	27,276	28,572	29,940	31,356
	MONTHLY	1,569	1,643	1,721	1,803	1,888	1,978	2,071	2,170	2,273	2,381	2,495	2,613
6	ANNUAL	20,652	21,636	22,656	23,736	24,852	26,040	27,276	28,572	29,940	31,356	32,856	34,416
	MONTHLY	1,721	1,803	1,888	1,978	2,071	2,170	2,273	2,381	2,495	2,613	2,738	2,868
7	ANNUAL	21,636	22,656	23,736	24,852	26,040	27,276	28,572	29,940	31,356	32,856	34,416	36,036
	MONTHLY	1,803	1,888	1,978	2,071	2,170	2,273	2,381	2,495	2,613	2,738	2,868	3,003
8	ANNUAL	22,656	23,736	24,852	26,040	27,276	28,572	29,940	31,356	32,856	34,416	36,036	37,764
	MONTHLY	1,888	1,978	2,071	2,170	2,273	2,381	2,495	2,613	2,738	2,868	3,003	3,147
9	ANNUAL	24,852	26,040	27,276	28,572	29,940	31,356	32,856	34,416	36,036	37,764	39,552	41,436
	MONTHLY	2,071	2,170	2,273	2,381	2,495	2,613	2,738	2,868	3,003	3,147	3,296	3,453
10	ANNUAL	27,276	28,572	29,940	31,356	32,856	34,416	36,036	37,764	39,552	41,436	43,392	45,456
	MONTHLY	2,273	2,381	2,495	2,613	2,738	2,868	3,003	3,147	3,296	3,453	3,616	3,788
11	ANNUAL	29,940	31,356	32,856	34,416	36,036	37,764	39,552	41,436	43,392	45,456	47,628	49,884
	MONTHLY	2,495	2,613	2,738	2,868	3,003	3,147	3,296	3,453	3,616	3,788	3,969	4,157
12	ANNUAL	32,856	34,416	36,036	37,764	39,552	41,436	43,392	45,456	47,628	49,884	52,260	54,744
	MONTHLY	2,738	2,868	3,003	3,147	3,296	3,453	3,616	3,788	3,969	4,157	4,355	4,562
13	ANNUAL	36,036	37,764	39,552	41,436	43,392	45,456	47,628	49,884	52,260	54,744	57,336	60,060
	MONTHLY	3,003	3,147	3,296	3,453	3,616	3,788	3,969	4,157	4,355	4,562	4,778	5,005
14	ANNUAL	39,552	41,436	43,392	45,456	47,628	49,884	52,260	54,744	57,336	60,060	62,916	65,904
	MONTHLY	3,296	3,453	3,616	3,788	3,969	4,157	4,355	4,562	4,778	5,005	5,243	5,492

SCHEDULE I
JULY 1, 2002

BASE SALARY PLAN

PUBLIC SAFETY

INTERMEDIATE RATES

LONGEVITY RATES

CLASS GRADE		ENTRANCE RATE		NEXT 12 MONTHS	NEXT 12 MONTHS	TOP BASE RATE NEXT 12 MONTHS	AFTER 1 YEAR AT TOP BASE RATE & 5 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST INTERMEDIATE RATE & 8 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT SECOND INTERMEDIATE RATE & 11 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT THIRD INTERMEDIATE RATE & 14 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FOURTH INTERMEDIATE RATE & 17 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST LONGEVITY RATE & 20 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT SECOND LONGEVITY RATE & 23 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT THIRD LONGEVITY RATE & 25 YRS CONTINUOUS SERVICE
		FIRST 6 MONTHS	NEXT 12 MONTHS											
1	ANNUAL	15,300	16,032	16,788	17,592	18,420	19,296	20,208	21,168	22,176	23,220	24,324	25,476	
	MONTHLY	1,275	1,336	1,399	1,466	1,535	1,608	1,684	1,764	1,848	1,935	2,027	2,123	
2	ANNUAL	16,032	16,788	17,592	18,420	19,296	20,208	21,168	22,176	23,220	24,324	25,476	26,688	27,960
	MONTHLY	1,336	1,399	1,466	1,535	1,608	1,684	1,764	1,848	1,935	2,027	2,123	2,224	2,330
3	ANNUAL	16,788	17,592	18,420	19,296	20,208	21,168	22,176	23,220	24,324	25,476	26,688	27,960	29,292
	MONTHLY	1,399	1,466	1,535	1,608	1,684	1,764	1,848	1,935	2,027	2,123	2,224	2,330	2,441
4	ANNUAL	18,420	19,296	20,208	21,168	22,176	23,220	24,324	25,476	26,688	27,960	29,292	30,684	32,136
	MONTHLY	1,535	1,608	1,684	1,764	1,848	1,935	2,027	2,123	2,224	2,330	2,441	2,557	2,676
5	ANNUAL	19,296	20,208	21,168	22,176	23,220	24,324	25,476	26,688	27,960	29,292	30,684	32,136	33,672
	MONTHLY	1,608	1,684	1,764	1,848	1,935	2,027	2,123	2,224	2,330	2,441	2,557	2,676	2,796
6	ANNUAL	21,168	22,176	23,220	24,324	25,476	26,688	27,960	29,292	30,684	32,136	33,672	35,280	36,936
	MONTHLY	1,764	1,848	1,935	2,027	2,123	2,224	2,330	2,441	2,557	2,676	2,796	2,912	3,036
7	ANNUAL	22,176	23,220	24,324	25,476	26,688	27,960	29,292	30,684	32,136	33,672	35,280	36,936	38,712
	MONTHLY	1,848	1,935	2,027	2,123	2,224	2,330	2,441	2,557	2,676	2,796	2,912	3,036	3,164
8	ANNUAL	23,220	24,324	25,476	26,688	27,960	29,292	30,684	32,136	33,672	35,280	36,936	38,712	40,536
	MONTHLY	1,935	2,027	2,123	2,224	2,330	2,441	2,557	2,676	2,796	2,912	3,036	3,164	3,296
9	ANNUAL	25,476	26,688	27,960	29,292	30,684	32,136	33,672	35,280	36,936	38,712	40,536	42,468	44,472
	MONTHLY	2,123	2,224	2,330	2,441	2,557	2,676	2,796	2,912	3,036	3,164	3,296	3,432	3,576
10	ANNUAL	27,960	29,292	30,684	32,136	33,672	35,280	36,936	38,712	40,536	42,468	44,472	46,596	48,816
	MONTHLY	2,330	2,441	2,557	2,676	2,806	2,940	3,078	3,226	3,378	3,539	3,706	3,883	4,068
11	ANNUAL	30,684	32,136	33,672	35,280	36,936	38,712	40,536	42,468	44,472	46,596	48,816	51,132	53,568
	MONTHLY	2,557	2,676	2,806	2,940	3,078	3,226	3,378	3,539	3,706	3,883	4,068	4,261	4,464
12	ANNUAL	33,672	35,280	36,936	38,712	40,536	42,468	44,472	46,596	48,816	51,132	53,568	56,112	58,764
	MONTHLY	2,806	2,940	3,078	3,226	3,378	3,539	3,706	3,883	4,068	4,261	4,464	4,676	4,897
13	ANNUAL	36,936	38,712	40,536	42,468	44,472	46,596	48,816	51,132	53,568	56,112	58,764	61,560	64,488
	MONTHLY	3,078	3,226	3,378	3,539	3,706	3,883	4,068	4,261	4,464	4,676	4,897	5,130	5,374
14	ANNUAL	40,536	42,468	44,472	46,596	48,816	51,132	53,568	56,112	58,764	61,560	64,488	67,548	70,664
	MONTHLY	3,378	3,539	3,706	3,883	4,068	4,261	4,464	4,676	4,897	5,130	5,374	5,629	5,896

SCHEDULE I

JULY 1, 2003

BASE SALARY PLAN

PUBLIC SAFETY

INTERMEDIATE RATES

LONGEVITY RATES

CLASS GRADE		ENTRANCE RATE		TOP BASE RATE	AFTER 1 YEAR AT TOP BASE RATE & 5 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST INTERMEDIATE RATE & 8 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT SECOND INTERMEDIATE RATE & 11 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT THIRD INTERMEDIATE RATE & 14 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FOURTH INTERMEDIATE RATE & 17 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT FIRST LONGEVITY RATE & 20 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT SECOND LONGEVITY RATE & 23 YRS CONTINUOUS SERVICE	AFTER 1 YEAR AT THIRD LONGEVITY RATE & 25 YRS CONTINUOUS SERVICE
		FIRST 6 MONTHS	NEXT 12 MONTHS									
1	ANNUAL	15,528	16,272	17,040	17,856	18,696	19,584	20,508	21,480	22,512	23,568	24,684
	MONTHLY	1,294	1,356	1,420	1,488	1,558	1,632	1,709	1,790	1,876	1,964	2,057
2	ANNUAL	16,272	17,040	17,856	18,696	19,584	20,508	21,480	22,512	23,568	24,684	25,860
	MONTHLY	1,356	1,420	1,488	1,558	1,632	1,709	1,790	1,876	1,964	2,057	2,155
3	ANNUAL	17,040	17,856	18,696	19,584	20,508	21,480	22,512	23,568	24,684	25,860	27,084
	MONTHLY	1,420	1,488	1,558	1,632	1,709	1,790	1,876	1,964	2,057	2,155	2,257
4	ANNUAL	18,696	19,584	20,508	21,480	22,512	23,568	24,684	25,860	27,084	28,380	29,736
	MONTHLY	1,558	1,632	1,709	1,790	1,876	1,964	2,057	2,155	2,257	2,365	2,478
5	ANNUAL	19,584	20,508	21,480	22,512	23,568	24,684	25,860	27,084	28,380	29,736	31,140
	MONTHLY	1,632	1,709	1,790	1,876	1,964	2,057	2,155	2,257	2,365	2,478	2,595
6	ANNUAL	21,480	22,512	23,568	24,684	25,860	27,084	28,380	29,736	31,140	32,616	34,176
	MONTHLY	1,790	1,876	1,964	2,057	2,155	2,257	2,365	2,478	2,595	2,718	2,848
7	ANNUAL	22,512	23,568	24,684	25,860	27,084	28,380	29,736	31,140	32,616	34,176	35,808
	MONTHLY	1,876	1,964	2,057	2,155	2,257	2,365	2,478	2,595	2,718	2,848	2,984
8	ANNUAL	23,568	24,684	25,860	27,084	28,380	29,736	31,140	32,616	34,176	35,808	37,488
	MONTHLY	1,964	2,057	2,155	2,257	2,365	2,478	2,595	2,718	2,848	2,984	3,124
9	ANNUAL	25,860	27,084	28,380	29,736	31,140	32,616	34,176	35,808	37,488	39,288	41,148
	MONTHLY	2,155	2,257	2,365	2,478	2,595	2,718	2,848	2,984	3,124	3,274	3,429
10	ANNUAL	28,380	29,736	31,140	32,616	34,176	35,808	37,488	39,288	41,148	43,104	45,144
	MONTHLY	2,365	2,478	2,595	2,718	2,848	2,984	3,124	3,274	3,429	3,592	3,762
11	ANNUAL	31,140	32,616	34,176	35,808	37,488	39,288	41,148	43,104	45,144	47,292	49,548
	MONTHLY	2,595	2,718	2,848	2,984	3,124	3,274	3,429	3,592	3,762	3,941	4,129
12	ANNUAL	34,176	35,808	37,488	39,288	41,148	43,104	45,144	47,292	49,548	51,900	54,372
	MONTHLY	2,848	2,984	3,124	3,274	3,429	3,592	3,762	3,941	4,129	4,325	4,531
13	ANNUAL	37,488	39,288	41,148	43,104	45,144	47,292	49,548	51,900	54,372	56,952	59,640
	MONTHLY	3,124	3,274	3,429	3,592	3,762	3,941	4,129	4,325	4,531	4,746	4,970
14	ANNUAL	41,148	43,104	45,144	47,292	49,548	51,900	54,372	56,952	59,640	62,484	65,460
	MONTHLY	3,429	3,592	3,762	3,941	4,129	4,325	4,531	4,746	4,970	5,207	5,455

HEDULE H

ALARY SCHEDULE FOR
CROSSING GUARDS

		<u>JAN 1, 1999</u>	<u>JAN 1, 2000</u>	<u>JULY 1, 2000</u>	<u>JULY 1, 2001</u>	<u>JULY 1, 2002</u>	<u>JAN 1, 2003</u>
STEP 1	ENTRANCE RATE	8.41	8.54	8.75	9.01	9.24	9.38
STEP 2	AFTER 1 YR AT STEP 1	8.85	8.98	9.17	9.45	9.69	9.84
STEP 3	AFTER 1 YR AT STEP 2	9.26	9.40	9.61	9.90	10.15	10.30
STEP 4	AFTER 1 YR AT STEP 3	9.73	9.88	10.07	10.37	10.63	10.79
STEP 5	AFTER 1 YR AT STEP 4 & 5 YRS OF SERVICE	10.23	10.38	10.55	10.87	11.14	11.31
STEP 6	AFTER 1 YR AT STEP 5 & 8 YRS OF SERVICE	10.73	10.89	11.05	11.38	11.66	11.83
STEP 7	AFTER 1 YR AT STEP 6 & 11 YRS OF SERVICE	11.27	11.44	11.57	11.92	12.22	12.40
STEP 8	AFTER 1 YR AT STEP 7 & 14 YRS OF SERVICE	11.87	12.05	12.12	12.48	12.79	12.98
STEP 9	AFTER 1 YR AT STEP 8 & 17 YRS OF SERVICE	12.43	12.62	12.70	13.08	13.41	13.61
STEP 10	AFTER 1 YR AT STEP 9 & 20 YRS OF SERVICE	13.09	13.29	13.30	13.70	14.04	14.25
STEP 11	AFTER 1 YR AT STEP 10 & 23 YRS OF SERVICE			13.93	14.35	14.71	14.93
STEP 12	AFTER 1 YR AT STEP 11 & 25 YRS OF SERVICE			14.59	15.03	15.41	15.64