COLLECTIVE BARGAINING AGREEMENT

Between

CARPENTERS LOCAL NO. 13 INSPECTORS

And

CITY OF CHICAGO

Effective July 1, 2007 Through June 30, 2017

Ratified by City Council on: December 12, 2007

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This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and the Carpenters - Local No. 13 - Inspectors, (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Building Inspector

Construction Inspector

Supervisor of Building Inspectors

Construction Inspector Supervisor

Zoning Investigator

Supervisor of Zoning Investigator

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other

terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Section 1.2 Job Titles

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 1.3 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 will not perform the work of said employees. For example, if a Building Inspector is

on vacation, a Clerk shall not be assigned as a replacement Building Inspector. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

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

Section 1.4 New Work

Whenever the City intends to establish a new job classification or undertakes to perform new work that may not be within the duties of a bargaining unit classification, the City will advise the union in writing at least forty-five (45) days in advance, describing the new title/duties and providing a job description or equivalent description of duties.

The City shall first consider whether such work is within the scope of work that has traditionally been performed by a bargaining unit classification or member. If the City, after determining that the work is not within the scope of work traditionally performed within the bargaining unit, decides not to include the new work therein and a dispute arises, the

dispute shall be submitted to the Illinois Local Labor Relations Board for resolution.

If the City determines that the new work belongs to and is to be included within a bargaining unit classification, the Union shall be notified in writing. If a proposed new classification is or becomes a classification within the unit, the Employer shall meet with the Union to discuss the new classification and the rate of pay assigned by the Employer. If the Employer and the Union cannot agree on such rate of pay within thirty (30) days of notification to the Union, the rate of pay for such new classification will be arbitrated in accordance with the arbitration provisions of this Agreement. Pending the arbitrator's decision, the Employer may fill the classification and temporarily assign a rate of pay.

The arbitrator shall review the rate of pay by comparing it to pay rates, responsibilities and working conditions of other bargaining unit and Employer classifications, the labor market and any factors the arbitrator determines to be relevant. The arbitrator shall decide whether the pay rate decision of the Employer was reasonable. If the arbitrator decides to increase the rate of pay, the increase shall be made retroactive to the date the new classification was established. If the arbitrator decreases the rate of pay, such decrease shall become effective as of the next pay period following the arbitrator's decision.

ARTICLE 2
MANAGEMENT RIGHTS

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work, to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested

exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

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

Section 3.2 No Discrimination

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

Section 3.3 Grievances

Grievances by employees alleging violations of this Article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed to by the parties, except that grievances alleging discrimination as a result of activity on behalf of the union may be forwarded to arbitration. Nothing shall preclude an employee who is appealing a disciplinary action of ten (10)

days or less in accordance with the review procedures described in Article 18 from contending that disciplinary action has resulted from discrimination.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4
WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 2007, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 2007, through the period ending June 30, 2017, the wage rate referred to in the immediately preceding Section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates Governing First Five-Years of this Agreement (07/01/2007 to 06/30/2012)

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

Year 1:

- **Effective 07/01/2007 – 1%**
- **Effective 01/01/2008 – 2.25%**

Year 2:

- **Effective 01/01/2009 – 3%**

Year 3:

- **Effective 01/01/2010 – 3%**

Year 4:

- **Effective 01/01/2011 – 3.25%**

Year 5:

- **Effective 01/01/2012 – 3.5%**

Section 4.4 Non-Prevailing Wage Rates Governing Second Five-Year Term (07/01/2012 to 06/30/2017)

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

Year 6:

- **Effective 01/01/2013 – 2%**

Year 7:

- **Effective 01/01/2014 – 2%**

Year 8:

- **Effective 01/01/2015 – 2%**

Year 9:

- **Effective 01/01/2016 – 2%**

Year 10:

- **Effective 01/01/2017 – 2%**

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications receive an across-the-board percentage increase in their regular base rate of pay**

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

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

Section 4.5 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of August 2, 2008, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, 2007 and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.6 Payment of Wages

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

(b) In the event an employee's pay check, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds $100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery date after the timekeeper is notified of the employee's

complaint. Shortages less than $100.00 will be added to the employee's next regular pay check.

(c) Should an employee not receive this supplemental check (for a sum greater than $100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of $5.00 for every pay period thereafter until the full supplemental check is received.

(d) It is understood that pay shortages relating to newly-hired employees, persons returning from leaves of absence (including but not limited to duty disability), overtime earned under the City's emergency snow removal program, and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.

(e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller and the Director of Labor Relations. The Coalition, as it shall determine, shall select four (4) representatives to serve as members of the Committee. The

Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

Section 4.7 Acting in Higher-Rated Job

Any employee covered by this Agreement who is directed or permitted to perform substantially all of the duties of a higher classification for five (5) consecutive days shall be paid at the higher rate for all such time, retroactive to the first day of the assignment. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.

The time limits for such individual assignments to higher-rated jobs shall be ninety (90) days, except where a regular incumbent is on leave of absence, in which case the time limit shall be six (6) months. The time limits may be extended by mutual agreement of the parties. To the extent the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits set forth herein, the assignment shall be treated as a "permanent vacancy" within the

meaning of Article 17 of this Agreement, and shall be subject to the applicable posting and bidding provisions of that Article.

Section 4.8 Reporting Pay

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

If the employee works more than two (2) hours, he or she shall receive a minimum of four(4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 4.9 Call In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her

normal work day, and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 4.10 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

ARTICLE 5
HOURS OF WORK AND OVERTIME

Section 5.1 Work Day and Work Week

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

The normal work week shall consist of five (5) consecutive 8-hour days Monday through Friday, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 p.m. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal work day shall begin at 8:00 A.M. and end at 4:30 P.M., as determined by the Employer.

The Employer may change the time of its normal work day or work week upon reasonable notice to, and upon request, discussion with the Union, with the approval of the Director of Labor Relations. Such changes shall not be made solely to avoid the payment of overtime.

Such notice shall be given in writing to the Union at least ten (10) days in advance of the proposed change. The Employer will not implement its proposed change until the Union has had a reasonable opportunity within said ten (10) day period to present its views and discuss the changes with the Employer.

Section 5.2 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 day worked, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly equivalent rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular work week; or the seventh consecutive day worked, shall be paid for at two (2) times the regular hourly equivalent rate of pay. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Distribution

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the job classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3(a).

(c) During the Emergency Heat Program, the Employer shall wherever possible and practical assign overtime equally by work units to the extent this can be done.

ARTICLE 6
HOLIDAYS

Section 6.1 Current Holidays

Full-time salaried employees shall receive the following days off without any change in their regular salary, provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of such days with the Employer's permission. Such permission shall not be unreasonably denied.

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

In addition to the foregoing twelve (12) paid holidays employees shall receive one (1) personal day, which may be scheduled in accordance with the procedures for vacation selection set forth in Section 7.6. If an employee elects not to schedule said personal day as provided above, the employee may request his/her Department to use the personal day. Requests shall not be unreasonably denied. If an employee is required to work on a scheduled personal day by the Employer, the employee shall be entitled to holiday pay pursuant to Section 6.2.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday he/she shall be paid at the rate of two and one-half (2 1/2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

Section 6.3 Failure to Report to Work on Scheduled Holiday

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

Section 6.4 Holiday Observance

Holidays which fall on Saturday will be observed on the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday.

Whenever said holiday falls during an employee's vacation period and the employee does not want to extend his/her vacation, 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, subject to the same provisions stated in Section 6.1.

Section 6.5 Religious Day Accommodation

An employee whose religious beliefs require that he/she not work when scheduled on a religious holiday, shall be granted said time off. The employee may use time earned or may take the day off without pay. An employee requesting this accommodation shall notify the Department Head or his/her designee in writing

at least five (5) calendar days in advance of the religious holiday. If written notification occurs less than five (5) calendar days in advance of the religious holiday, said request shall be granted at the Employer's discretion based on operational needs. Such requests shall not be unreasonably denied.

ARTICLE 7
VACATIONS

Section 7.1 Eligibility

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

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

Section 7.2 Pro Rata Vacations

An employee shall be eligible for pro rata vacation if:

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

2. The employee was separated from employment, other than for serious misconduct, during a calendar year in which the employee did not have twelve (12) months of 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 in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for serious misconduct, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Section 7.3 Retention of Eligibility

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in writing to carry over up to three such vacation days for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. Such carry over vacation days must be scheduled upon mutual agreement of the employer, which agreement shall not be unreasonably denied or withheld, and such carry over days must be taken on or before April 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). 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.

Section 7.4 Vacation Credit During Non-Work Period

Employees who are terminated for serious misconduct (i.e., violent acts, criminal acts, drug and alcohol violations on the job, or gross insubordination), are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of thirty (30) days or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Calculation of Vacation Time

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

Section 7.6 Vacation Selection

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

Section 7.7 Credit for Prior Service

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not

transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1 Definition

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

1. An unpaid leave of absence of one year or less, or
2. An absence where the employee is adjudged eligible for duty disability compensation, provided that nothing herein shall be inconsistent with Article 10.

Section 8.2 Interruption in Service

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

(1) absences without leave

(2) absences due to suspension

(3) Unpaid medical leaves of absence of more than one (1) year.

Section 8.3 Reciprocity

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago 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 schedules. However, employees hired after February 13, 1986 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 8.4 Break In Service

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

a) quits or resigns,

b) is discharged for cause,

c) retires,

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

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

f) is on layoff for more than twelve (12) consecutive months where the employee has less than 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 8.5 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) calendar days shall extend the probationary period for a 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 date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance 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 8.4 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 9
GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

Section 9.1

(a) The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life ($25,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees, and their eligible dependents.

(b) Employees who participate in the Employer's medical care plan or an HMO shall make the following contributions toward their health care coverage:

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

ANNUAL SALARY	SINGLE 1.0281%	EMPLOYEE +1 1.5797%	FAMILY 1.9705%
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 pre-tax basis and are payable on a per pay period basis.

2) effective July 1, 2006 employee medical contributions are based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, the contributions at selected salary levels per pay period are as follows:

ANNUAL SALARY	SINGLE 1.2921%	EMPLOYEE +1 1.9854%	FAMILY 2.4765%
Under $30,000	$15.71	$23.88	$27.65
$30,001	$16.15	$24.82	$30.96
$40,000	$21.54	$33.09	$41.28
$50,000	$26.92	$41.36	$51.59
$60,000	$32.30	$49.64	$61.91
$70,000	$37.69	$57.91	$72.23
$80,000	$43.07	$66.18	$82.55
$90,000	$48.45	$74.45	$92.87
$100,000	$53.84	$82.73	$103.19

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

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

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

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

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

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

(h) Consistent with the terms of the Employer’s existing Group Health Care Plan, and the applicable rules thereof, employees who are covered under the Plan shall not lose said coverage solely because they have received a disciplinary suspension lasting 30 days or less. Employees on approved FMLA leave shall be entitled to continued medical coverage for a maximum of 12 weeks, subject to the terms of the Plan and any other applicable provisions of this Agreement. Employees who are receiving duty disability benefits shall be eligible to receive continued medical coverage as provided under the terms of the Plan and its applicable rules. As a condition of continued medical coverage, during any such suspension, or FMLA or duty disability leaves, employees must make all individual medical

contributions as required under this Article and the terms of the Plan and its applicable rules. In the event that an employee loses coverage under the Plan, he or she will be provided notice thereof, the form of which may include, but is not limited to, a COBRA notice, a HIPAA notice, a written communication from the Employer or its insurance carrier, or some other similar advisory.

Section 9.2 Joint Labor Management Cooperation Committee on Health Care

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

Section 9.3

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

a. Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, half of the Trustees shall be appointed by the City of Chicago and half of the Trustees shall be appointed by the Coalition Unions.

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

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

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

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

ARTICLE 10
LEAVES

Section 10.1 Bereavement Pay

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the

funeral. Where death occurs and the funeral is to be held out of Illinois and beyond the States contiguous thereto, the employee shall be entitled to a maximum of five (5) consecutive days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

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. 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 10.2 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee

deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. **Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.**

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

Section 10.3 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 10.4 Sick Leave

Current and future employees employed in job classifications that are granted paid sick leave shall continue

to receive said sick leave for the term of this Agreement. Said employees shall be credited with twelve (12) days of paid sick leave on January 1 of each year. New hires who are salaried paid shall be credited with paid sick leave at the rate of one (1) day for each month of employment through December 31 for the first calendar year of their employment. Sick leave may be accumulated up to two-hundred (200) days. Sick leave may be used for illness, disability, or injury of the employee. Sick leave may also be used for appointments with doctors, dentists, or other medical practitioners, or in the event of illness, disability or injury of a member of an employee's family or household for whom the employee's presence is needed subject to reasonable rules of interpretation of the Employer.

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

Section 10.5 Personal Leave

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

Employees shall be granted personal leaves of absence without pay for a period of up to one (1) year for the purpose of providing necessary care, full-time supervision, custody or 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 and duration of such leave is provided to the Employer. Such leaves shall be granted under the same terms and conditions as set forth above.

Section 10.6 Medical Leave

A. Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to three (3) months, provided said leaves shall be renewable for like three (3) month periods, for a total medical leave of absence up to one (1) year. Said

medical leaves of absence may be extended beyond one year within the discretion of the Employer. 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.

Employees who return from said medical leaves of absence promptly after their doctor's release within one (1) year shall be reinstated to their former job classification if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement. If the employee returns to work promptly after their doctor's release after more than one (1) year on a medical leave of absence, the employee shall be returned to his/her former job classification if the Employer determines it is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority and continuous service 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 and continuous service.

B. All employees who return from leaves of absence shall, as a condition of their return, have the present ability to perform the required work to the Employer's satisfaction without

further training after a reasonable amount of orientation. If the employee returns from a leave of absence of thirty (30) days or less, the Employer will make every effort to return the employee to the employee's same or similar position and location.

Section 10.7 Union Leave

The Employer shall grant requests for leaves of absence for up to three (3) employees for the purpose of service as Union Representatives or officers with the International or Local Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the Employer. While on such leave the employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee. Employees who return from Union Leave 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.

Section 10.8 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 (10) working days upon receipt of verified authorization from the approving authority. Contingent upon continued verified authorization,

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

Section 10.9 Family and Medical Leave

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

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

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

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

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

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

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

ARTICLE 11
GRIEVANCE AND ARBITRATION

Except as in disciplinary provisions of Article 18, a difference, complaint or dispute (hereinafter called a

grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner.

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

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

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

Step I - Immediate Supervisor

A. The employee and/or the Union shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, the employee may submit the grievance in letter form within twelve (12) working days of having knowledge of the event which gives rise to the grievance. The

employee will indicate what Section and part of the Agreement is in violation, a brief description of the facts underlying the grievance, and the requested remedy, and submit the grievance to his/her immediate supervisor.

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

Step II

A. If the grievance is not settled at Step I, the Union Representative and/or the employee shall have the right to make an appeal in writing to the Department Head/designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

B. The Department Head or the Department Head's designee shall meet with the Union's representative at least once each month to discuss all pending grievances that have been advanced to Step II. The purpose of the Step II meeting will be for the Department and the Union to share relevant information and discuss their

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

C. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of **the completion of the Step II meeting.** The response to the grievance shall state the Department's position with respect to the grievance together with a brief statement of the facts and reason(s) supporting that position.

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

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

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

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

H. Upon request, at any Step of the grievance procedure prior to arbitration the Union shall be given specific documents, books and papers reasonably available and

pertinent to the grievance under consideration to which the Union is legally entitled.

Step III - ARBITRATION

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

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

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and Employer. The Arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties. Arbitrators shall submit their decision

within thirty (30) days following the close of the hearing. The parties may agree to submit more than one (1) grievance to a selected arbitrator.

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

C. EXPEDITED ARBITRATION

The Employer and the Union may mutually agree to submit any grievance to expedited arbitration. Pursuant to expedited arbitration, the parties shall mutually select an arbitrator from a group of arbitrators approved by the parties. The expedited arbitration hearing shall be scheduled as early as

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

D. MANAGEMENT OF ARBITRATION DOCKET

A representative from the Employer's law department and counsel for the Coalition Unions shall meet at least quarterly, or more frequently as necessary, in order to discuss the scheduling of specific cases for available hearing dates. At these meetings, the parties shall designate at least one pre-established hearing date per month for the arbitration of grievances.

ARTICLE 12
NO STRIKES-NO LOCKOUT

Section 12.1

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

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event

any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including:

(a) publicly disclaiming such action as not called or sanctioned by the Union, and;

(b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

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

Section 12.4

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

ARTICLE 13
DUES CHECK-OFF AND FAIR SHARE

Section 13.1

The Employer, upon receipt of a validly executed authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in any amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deductions 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, attorney's fees and court or 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 Sections 13.1, 13.2, 13.3, and 13.4 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.

The Employer shall provide to the Union within thirty (30) days name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of this Agreement or the employee's date of hire, the Employer shall deduct from the earning of employees who are not

members of the Union, a semi-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.

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

Section 13.3

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 13.4

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

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration.

All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, thirty (30) days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Deferred Compensation

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

Section 14.2 Rules of Conduct Changes

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall

be implemented without prior publication and notice to the affected Employees.

Section 14.3 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.

Building Inspectors assigned to the lead poisoning inspection program shall be equipped with badges/devices for the purpose of measuring exposure to radiation levels and shall receive quarterly records or reports of the results of such measurements for their continuing protection.

Section 14.4 Information to Union

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race, sex and dues code. The report shall be current to within twenty (20) days of the date provided.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non-Career Service Termination; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (Change of department); Transfers (Change of payroll); Appointments (which

also includes promotions and demotions); Death and Duty Disability.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

The Employer shall submit to the Union annually, beginning thirty (30) days from the execution of this Agreement and on July 15th of each year, thereafter, a seniority list for the bargaining unit setting forth the following:

- department
- classification
- name
- seniority date
- continuous service date
- status
- payroll number
- social security number

Such list shall be updated to the effective date of any layoff for the classification involved and shall be provided to the Union on the same day as when the list is given to the Department Head or within two (2) days after the layoff notice is provided to the Union, whichever is sooner.

Disputes as to the accuracy of such lists may be brought to the Employer's attention by the Union, in writing, and shall be resolved promptly by the Director of Labor Relations.

ARTICLE 15
LAYOFFS AND RE-EMPLOYMENT

Section 15.1 Notice

a. Preliminary Notice. Whenever the Employer becomes aware that a layoff may be necessary and begins to make actual plans to layoff, the Union shall be notified. Such notice shall state the classifications which may be affected and other details as known. Upon request from the Union, the Employer will meet to discuss the proposed layoff.

b. Notice of Layoff. When there is an impending layoff with respect to any employee or classification in the bargaining unit the Employer shall inform the Union and affected employees as soon as possible but no later than fourteen (14) days prior to such layoff. Such notice shall contain the name, payroll number, classification, and seniority date of each employee scheduled to be laid off.

Section 15.2 Order of Layoffs

Probationary employees with more than ninety (90) days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department shall be laid off first, provided senior employees retained have the ability to perform the required duties of the job. Seniority shall mean, for purposes of this Section, the employee's continuous service in any bargaining unit titles. In the event of a layoff, all employees acting as Union Stewards in accordance with Section 16.1 shall be the last laid off in the affected classification, provided the Union Steward has the then present ability to perform the job without further training.

Section 15.3 Bumping

An employee subject to layoff shall have first priority to fill a job in an equal or lower-graded classification, in the Department, which the Employer has deemed vacant, in lieu of layoff, provided the said employee has the then present ability to perform the required work without further training.

An employee subject to layoff may displace (bump) the least senior employee, if any, in the most recent lower job title or titles the employee to be laid off has held in the Department, provided the employee bumping has the then present ability to perform the job without further training.

Section 15.4 Recall

Employees shall be recalled (primary) in the reverse order of layoff, provided the employee has the then present ability to perform the required work without further training after a reasonable period of orientation. Employees on a recall list shall also be eligible for recall (secondary) on a seniority basis to an equal or lower-rated job vacancy in their department, provided the employee has the then present ability to perform the required work without further training after a reasonable period of orientation. Employees recalled to equal or lower-rated jobs shall retain recall rights to the initial job from which they were laid off.

The duration of an employee's recall rights is governed by Section 8.4 (Break in Service).

Section 15.5 Hiring, Acting Up During Layoff

No new employees may be hired to perform duties normally

performed by a laid off employee while employees are laid off. No employee may be used to act up in a higher classification, within the meaning of Article 4.2, while an employee in said higher classification is laid off.

Section 15.6 Seniority/Continuous Service

Employees shall retain and accumulate seniority and continuous service while on layoff subject to the requirements of the break-in-service provisions.

ARTICLE 16
UNION REPRESENTATION

Section 16.1 Stewards

The Union will advise the Employer in writing of the names of the Union's eleven (11) Stewards and one Chief Steward and their department or area agreed upon with the Employer and shall notify the Employer promptly of any changes. Absent such written notification, the Employer shall have no obligation to deal with an employee as a steward.

Stewards will be permitted a reasonable amount of time to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal working hours, without the loss of pay, where this does not substantially interfere with the efficient operation of the Department, and provided that this does not unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances, it being understood that the operation

of the Department takes precedence unless there is an emergency, such permission shall not be unreasonably denied.

Employees acting as Stewards shall not be discriminated against because of their activities on behalf of the Union, nor shall they be involuntarily transferred from their job assignments or locations except temporarily in emergencies, or upon agreement by the Union. Transfer of Union Stewards in an emergency will be discussed with the Union in advance of any such transfer.

Section 16.2 Union Rights

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 16.3 Right of Access

Duly authorized Officials of the Union will be permitted during normal hours, to enter Employer facilities for purposes of handling grievances, observing conditions under which employees are working, attending meetings authorized by this Agreement or for the administration of this Agreement. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices

must be reasonable and subject to the grievance procedure. By mutual agreement between the Union and the Employer, the Union may call a meeting during working hours to prevent misunderstandings, resolve or clarify a position or ratify this Agreement. The Employer agrees to make available conference or meeting rooms for meetings under this Article or authorized by this Agreement upon request of the Union and subject to the Employer's reasonable rules relating to the Union's use of its premises.

Section 16.4 Negotiating Team

Up to three (3) 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 regular straight time pay.

ARTICLE 17
FILLING OF VACANCIES

Section 17.1 Declaration of Vacancy

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

Section 17.2 Transfer Requests on File

Employees within a department who desire a change in location of their job assignment shall request such change in writing on the Employer's Form. Employees may file such requests in December for the period beginning in January and continuing through June of the following year and in June for

the period beginning in July and continuing through December. Employees filing multiple requests and accepting a transfer shall only be allowed a single transfer in the six (6) month period.

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

Section 17.3 Recall or Reinstatement

When filling a vacancy and there are no said employees who have requests on file, the Employer shall select the employee in the job classification in the department from the recall or reinstatement list, if any, in accordance with the primary and secondary recall provisions of Article 15 of this Agreement.

Section 17.4 Bidding

When filling a vacancy and there are no said employees who have transfer requests on file and no eligible employees on said lists, the Employer shall post the job for bidding and forward a copy to the Union.

The posting of an Employer determined permanent vacancy shall be on bulletin boards at each Employer physical site in the department and at other appropriate locations as determined by the Employer. Said vacancy shall be posted for fourteen (14) days. The posting shall contain at least the following: job title, qualifications, hours, work location if known, and rate of pay.

Section 17.5 Selection

Bargaining Unit employees may bid on jobs the Employer determines to be permanently vacant for promotion or transfer to equal or lower-rated jobs. All applicants and Bargaining Unit bidders for such jobs shall be considered as one group for purposes of selection.

All bidders shall meet the minimum qualifications for the job in order to be considered for selection by the Employer. In making selections, the Employer shall give preference to Bargaining Unit bidders over non-bargaining unit applicants unless the non-bargaining unit applicants have demonstrably greater skill and ability to fulfill the needs determined by the Employer.

If bargaining unit bidders are selected, however, where bargaining unit bidders are relatively equally qualified to perform the work required, the Employer shall select the most senior employee bidder based on continuous service in the bargaining unit. Preference shall be given to bidders within the department. The Employer shall determine whether employees are "relatively equally qualified" based upon evidence of performance and qualifications.

Bidders who are not selected shall be so notified by the Department Head. A successful bidder may not bid for another Employer determined vacancy for one (1) year unless such employee is involuntarily moved to another location from a position into which he had bid.

During the bidding and/or selection process set forth in this Section, the Employer may temporarily fill said vacancy consistent with the provisions of this Agreement.

When an employee is deemed to have successfully filled a permanent vacancy and is reclassified to another position at a higher rate of pay, or in a higher pay grade, such employee shall receive the higher rate of pay or a pay increase of one step, or the entrance rate for the new position, whichever is applicable.

The successful bidder for any jobs under this Section shall have an evaluation period, not exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period that the successful bidder cannot perform the job, then the successful bidder shall be returned to the job he/she held just prior to the awarding of the bid, displacing, if necessary, any employee who has been placed into said job.

Section 17.6 Involuntary Transfer

Where a vacancy remains unfilled after application of Sections 17.2, 17.3, 17.4, and 17.5, the Employer may involuntarily transfer the least senior employee in the same classification and department to fill said vacancy where an experienced employee rather than a new hire is necessary.

Section 17.7 Detailing

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

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

The Employer shall notify the employees of the requirements for said detailing and before detailing shall seek volunteers among the employees who have the then present ability to perform the work required without further training. If there are more volunteers then there are assignments, selections shall be made on the basis of seniority. If there are insufficient volunteers, the Employer shall assign the detailing by inverse seniority, starting with the least senior first, and attempt to rotate such assignments within each calendar year.

ARTICLE 18
DISCIPLINE

Section 18.1 Procedure

Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. Notwithstanding the foregoing, suspensions of 11 days or more may be appealed to arbitration in lieu of the Personnel or Police Board upon the written request of the Union. Disciplinary cases which are

converted from a discharge to a suspension as a result of decision of the Personnel or Police Board do not thereafter become arbitrable as a result of said decision. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

Section 18.2 Types of Discipline/Information

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. Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter.

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

one will be provided, if conveniently available, who shall be given the opportunity, if the employee requests, to rebut the discipline and request further pertinent information.

The Employer shall not have to unreasonably defer or avoid its intended disciplinary action because of the unavailability of an employee representative, taking all of the circumstances into account. The Employer is not obligated to meet with the employee prior to taking disciplinary action where the employee is unavailable or in emergency situations. The Employer's failure to satisfy this Article 18.2 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the employer to pay back pay to the employee.

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

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.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is the subject of the disciplinary investigation of the pendency of the investigation and its subject matter, within

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

Section 18.3 Procedure For Department Review of Disciplinary Action Including Suspension For Ten (10) Days Or Less

Step 1. Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less, which is not appealable to the Personnel or Police Board, the Employer shall conduct a meeting with the union and employee. Thereafter, discipline shall be administered as soon as possible after the employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employee may request in writing to the Department Head for review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice or discipline together with instruct-ions for appeal. The failure to submit a

written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

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

Step 3. Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the

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

Step 4. If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement or any local Union agreement. The rules governing procedure for arbitration shall be the same as in Step 3 of Article 11 of this Agreement.

Section 18.4 Conduct of Disciplinary Investigations

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

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

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

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

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

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

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

in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

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

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

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

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

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

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

L. This Section shall not apply to employee witnesses.

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

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this

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

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

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

(2)(b)(1) The Union may exercise this option by notifying the employee's Department Head and the Employer's Law Department in writing not later than ten (10) calendar days before an arbitration or the Personnel or Police Board hearing, in accordance with the foregoing provisions of this Agreement. The appeal

shall specify the particular contract provisions allegedly violated, together with a factual summary of the conduct alleged to have violated the Agreement. It is understood that by exercising this option, any and all time limits set forth in Chapter 2-74-060 of the Municipal Code of the City of Chicago regarding the Personnel Board hearing shall be tolled until the arbitrator renders a decision as provided below.

(2)(b)(2) Upon receipt of said notice, the parties will select in order of rotation one of the three permanent hearing panel members who are chosen as follows. To be eligible for service on this panel, members must be willing to convene a suppression hearing within thirty (30) days of receiving notice of his or her selection. To select the initial panel, or should any member of the panel resign or be removed upon mutual agreement of the parties during the life of this Agreement, the parties will meet to reach agreement on new panel member who must be an arbitrator listed with the Federal Mediation and Conciliation Service. If no agreement can be reached, the Employer will request a panel of seven (7) arbitrators from FMCS, all of whom must be members of the National Academy of Arbitrators. Thereafter, the parties will meet to strike names from the list, with the Employer striking first, until one name remains, which person shall be named to the panel.

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

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

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

ARTICLE 19
MILEAGE REIMBURSEMENT

Section 19.1 Automobile Reimbursement

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

Upon request by either party made no earlier than January 1, 2010, the parties shall meet to discuss any proposed changes to this Section 14.5.

ARTICLE 20
LABOR-MANAGEMENT MEETINGS

In order to maintain communications on matters of mutual importance, the Union or Employer may request periodic meetings between the heads of individual departments and a committee of three (3) officers representing the bargaining unit. Such meetings shall be held at least quarterly. Meetings shall be scheduled at mutually convenient times and places during normal work hours. Employees attending shall suffer no loss of pay for time in attendance.

The parties may discuss any subject of mutual concern, except for grievances and changes in this agreement. The party requesting the meeting shall submit an agenda five (5) work days in advance of the meeting date. Minutes shall be taken and exchanged. Nothing shall restrict attendance of any management official.

ARTICLE 21
POLYGRAPH

Employees shall not be disciplined for refusal to take a polygraph examination and the results of polygraph examinations shall not be admissible as evidence in proceedings before the Personnel or Police Board or in any proceedings where the employee may appeal to the Personnel or Police Board, unless by Illinois or Federal Court decision or Illinois statute, such

evidence becomes admissible before the Personnel or Police Board.

ARTICLE 22
PERSONNEL RECORDS AND FORMS

Section 22.1 Attendance Records

An employee upon reasonable advance notice shall have the right to review his/her time and pay records on file with the Employer but shall not be able to review the time and pay records of other employees.

Section 22.2 Personnel Files

The Employer shall notify the Union as to what constitutes the employee's official personnel files. The Employer's personnel files and disciplinary history files relating to any employee shall, upon reasonable advance notice, be open and available for inspection by the affected employee and/or authorized Union representative, during regular business hours, except for information which the employer deems confidential; provided that nothing herein shall prevent the employee from exercising the employee's statutory rights to inspect documents. Upon request of the Union, the Employer will make available disciplinary records which are relevant to the Union's right to process grievances or administer this Agreement. Material and/or matter not available for inspection shall not be used in any manner or forum adverse to the employee's interests.

Disciplinary records and files may be retained for a period of time not to exceed three (3) years and shall thereafter not be used to support an adverse employment action unless a pattern of sustained similar infraction exists.

Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained, shall be removed from the personnel files.

Section 22.3 Employee Notification

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

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

A copy of any disciplinary action or material related to employee performance which is placed in the official personnel file shall be served upon the employee in person (the employee so noting receipt) or sent by certified mail (return receipt requested) to the employee's last address appearing on the records of the Employer. It is the obligation of such employee to provide the Employer with his/her current address.

Section 22.4 Telephone Numbers

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

Section 22.5 Forms

No Employer representative shall demand or request that an employee sign an undated resignation or other blank form. No

employee shall be required to sign such an undated or incomplete form.

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

Section 22.6 Records

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

ARTICLE 23
SEPARABILITY

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

ARTICLE 24
DRUG AND ALCOHOL PROGRAM

Section 24.1 Policy Statement

The City of Chicago's essential mission is to provide services to its citizens in a safe and economic manner. The

parties to this Agreement recognize that drug and alcohol abuse in the workplace has a deleterious effect on the health and safety of employees, as well as their morale and productivity, all of which creates an undue burden on the persons which the City and the employees under 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 24.2 Definitions

(a) Alcohol: Ethyl alcohol

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

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles

owned, leased or used by the Employer as job sites or work locations and over which the Employer has authority as employer.

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

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

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

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

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

Section 24.3 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 (2) 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 24.4 Drug and Alcohol Testing

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

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

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

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

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

(c) Drug and alcohol testing will be conducted by an independent laboratory accredited by the relevant agency of the United States Department of Health and Human Service ("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 DHHS guidelines for federal workplace drug testing programs dated June 9, 1994 and as may be amended hereafter by DHHS.

(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 proceedings under Section 24.3 above.

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

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

Section 24.5 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 25
SUBCONTRACTING

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform where practicable. The Employer may, however, subcontract for reasons of efficiency and economy.

The Employer will give the Union notice of any intent to request bid(s) from or otherwise employ a contractor at the same time as made public or conveyed to potential contractors. Bid specifications or guidelines which will be used by or required from contractors will be provided to the Union as well, along with a description of the work to be performed, any contemplated impact upon Bargaining Unit employees, and other relevant data necessary for the Union to discuss the contemplated action with the Employer. Prior to accepting a private contract, the Employer and the Union will meet ninety (90) days in advance of

the intended start date to review any proposals of the Union and compare such proposals to any bid or contract being considered for acceptance.

The Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

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

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

ARTICLE 26
JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

Section 26.1

The City of Chicago and each Coalition Union (the "Parties") agree to create a Joint Apprenticeship and Training

Program Initiative ("Initiative") in conjunction with certain third parties including, but without limitation, the Chicago Public Schools ("CPS"), the City Colleges of Chicago ("City Colleges") and External Contractors. The purpose of the Initiative is to increase the opportunities for participation of graduates of CPS and/or City Colleges in Union apprenticeship and training programs and to provide expanded post-apprenticeship and training employment opportunities for such graduates. In conjunction with the execution of each Coalition Union's collective bargaining agreement with the City of Chicago, the Parties shall enter into a supplemental memorandum of understanding regarding the structure, implementation, monitoring and enforcement of this Initiative. Said memorandum shall be attached to this Agreement as Appendix D.

Section 26.2

The Initiative shall generally include the following:

a. A commitment by each Coalition Union to establish or otherwise expand available apprenticeship and training opportunities; a commitment by the Coalition to fill at least 100 apprenticeship slots across Coalition Unions with CPS students, graduates or former students with a GED and/or City College students and graduates by June 30 of each year of this Agreement.

b. A commitment by the Coalition and the City to

collaborate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to prepare CPS and City Colleges students to enter Union apprenticeship and training programs. In particular, the Coalition and the City will cooperate with the Chicago Public Schools, City Colleges of Chicago and External Contractors to publicize available building and trades apprenticeship and training programs and subsequent careers; to consider establishing training programs as appropriate; and to expand post-apprenticeship and training employment opportunities.

c. The Parties shall appoint a Chair and an Auditor to oversee this Initiative and ensure that the parties take appropriate steps to fulfill the commitments set forth in this Article and supplemental memorandum attached hereto.

ARTICLE 27
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.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from July 1, **2007** to June 30, **2017.** Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than one-hundred twenty (120) 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. **If such notice is given, the parties shall meet promptly to negotiate a new Agreement.**

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

ARTICLE 28
TERM OF AGREEMENT

This Agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, but no earlier than July 1, 2007, and shall remain in effect through 11:59 p.m. on June 30, 2017.

Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in Article 9 for the following reasons:

1. **Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;**
2. **The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:**
   - **(a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a**

projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

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

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

- **Health Plan set forth in Article 9;**
- **Structure of the LMCC;**

- **Composition of the LMCC;**
- **Funding of the LMCC.**

provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9 no later than June 30, 2011 and June 30, 2015, or in the event the City of Chicago is awarded the 2016 Olympic Games, June 30, 2014.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Article 9. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

Non-Prevailing Wage Rate Reopener

Four-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current four-year agreement expiring on June 30, 2011 regarding an

across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by March 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by March 31, 2012.

Five-Year: This Agreement may be reopened to further negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) under Article 4, Section 4, in the event that (a) the City notifies the Coalition that it has not reached a successor agreement to a then current five-year agreement expiring on June 30, 2012 regarding an across-the-board percentage increase for other unionized employees in non-prevailing wage rate classifications defined in the "Me Too Clause" by October 31, 2012; or (b) the Coalition notifies the City of its intent to terminate the "Me Too Clause" by October 31, 2012.

If any one of the foregoing events occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the non-prevailing wage rates governing the second five-year term (07/01/2012 to 06/30/2017) set forth in Article 4, Section 4. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party and the City shall not be obligated to make the wage

adjustments set forth in Article 4, Section 4. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

Other Reopener

In the event of an emergency, cataclysmic event or other similar exigency affecting the City's financial condition, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, 2007.

CITY OF CHICAGO

By: _____

CARPENTERS - LOCAL 13 INSPECTORS

By: _____

CARPENTERS – LOCAL 13
INSPECTORS

EXHIBIT 1
TUITION REIMBURSEMENT POLICY

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

If the City enhances any of its Tuition Reimbursement Policies during the term of the contract, the above said Reimbursements will also be afforded to this Bargaining Unit.

LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE: LMCC REFERRAL

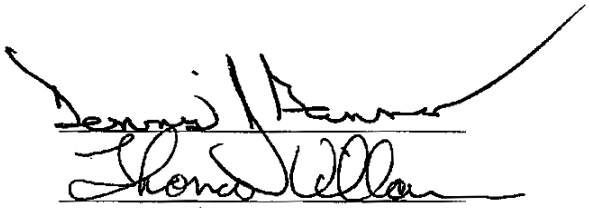
Agree to the following in a Side Letter to this Agreement: The parties recognize that the success of the Joint Apprenticeship and Training Program Initiative depends on the identification and creation of opportunities to increase the use of apprentices in area construction projects. The Parties agree to direct the Labor Management Cooperation Committee established under Article 9 to explore and recommend the consideration of such opportunities to the City and other governmental entities within the City of Chicago in connection with the Joint Apprenticeship and Training Program Initiative, including, but not limited to:

a. A multi-project labor agreement.

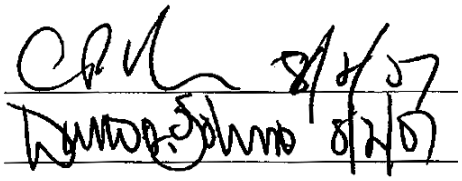
b. A standard provision in Construction Contracts that (i) contractors and sub-contractors of whatsoever tier shall utilize the maximum number of apprentices on the project as permitted under the terms and conditions of their respective collective bargaining agreement(s); and (ii) all contractor and sub-contractors performing construction work on the project shall participate in an apprenticeship program registered with

the U.S. Department of Labor's Bureau of Apprenticeship and Training.

FOR COUPE:



FOR THE CITY OF CHICAGO:



LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

HEALTH CARE PLAN:
LMCC REFERRAL

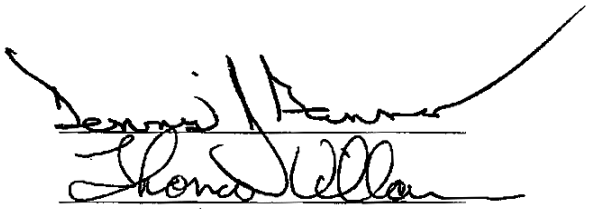
Agree to the following in a Side Letter to this Agreement:

The City and Coalition agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- **Expanded Disease Management Program**
- **HRA and Bio-metric Screening**
- **Health Fairs**
- **Weight Management Program**
- **Imaging Review Service**
- **Lifetime Maximum**
- **Subscriber Share for Hospital Bills and Co-insurance**
- **Exclusion for Self-Inflicted Injuries.**

- **Comprehensive Communication and Outreach Strategies.**

FOR COUPE:



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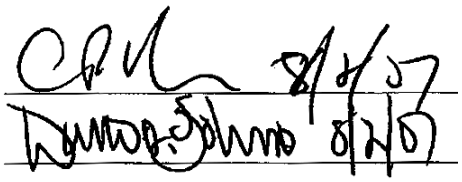


LABOR NEGOTIATIONS BETWEEN
THE CITY OF CHICAGO AND COUPE

SIDE LETTER

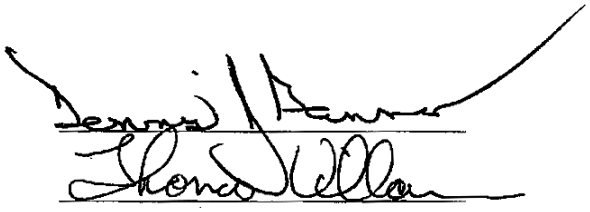
FOUR 10-HOUR DAY WORKWEEK

Agree to the following in a side letter to this Agreement:

Since the Arbitrator issued his Opinion and Award dated June 21, 2007 in the Matter of Arbitration between the City of Chicago and Laborers Local 1001/Teamsters Local 726 ("Award"), the City and affected Coalition Unions have explored various approaches to resolving their dispute over the scope of the Award and the application of Section 3(a) of the Memorandum of Understanding dated July 18, 2005 entered into between the City and Coalition ("Section 3(a)"). In addition to amending Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek, the parties, in return, have discussed an agreement by the Unions to waive some or all of the monetary make whole remedies directed by the Arbitrator in his Award. Although the City is willing to amend Section 3(a) as requested by the Unions in order to conclude negotiations at the Coalition level, such willingness is contingent on the expectation that the affected Unions will reach agreement with the City to waive some or all of the monetary make whole remedies. Until such an agreement is reached, the affected Unions agree that the City shall not be obligated to implement the monetary make whole remedies in the Award. In addition, if such an agreement is not

reached by December 1, 2007, the parties shall submit the issues of the Unions' proposed amendment to Section 3(a) to reflect the Unions' preferred approach to the four 10-hour workweek and the City's proposed relief from the monetary make whole remedy to an arbitrator for resolution.

FOR COUPE:



FOR THE CITY OF CHICAGO: