



On the following pages you will find a comprehensive set of changes, additions and new language contained in our new Collective Bargaining Agreement with the City of Chicago.

To further clarify the notations on each are defined as follows:

*(Changes)* Alterations to language in previous CBA.

*(Added)* Language added to sections in previous CBA.

*(New)* New sections to the CBA.

As you will see the team at Local 1001 spent countless hours drafting and negotiating the new contract and we are proud of what was accomplished for our members over this long but worthwhile process.

Along with the adjustments to the contract language there were substantial monetary gains some obvious and others not so much, such as the freeze in healthcare percentages for the entire 5 year term of the new contract.

We feel this is quite possibly the best contract yet and appreciate your support and patience throughout the negotiations.

**We're Stronger Together, We're Union and We Ain't Going Nowhere!**

## Article 2 Union Rights

### Section 2.6 Information to the Union (*added*)

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

Payroll period

Payroll number

Employee number

Name

Title code

Overtime dollar amount per pay period

Gross pay per pay period

Contact information (i.e., home address, work, home, and cellular phone numbers, work and personal email, if available)

Date of hire and continuous service date

Base hourly rate

Worksite location, if available

---

## Article 4 Discipline and Grievance Arbitration

### Section 4.1 C. (*Added*)

It is the policy of the Employer that discipline administered by it shall be corrective and progressive where appropriate. Consistent with this policy, The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

---

### Section 4.2 Procedure For Department Review of Disciplinary Action Including Suspension (*Added*)

Step 1. Within 5 working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the union and employee. Discipline shall be administered as soon as possible after the employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the Employer will provide the Union with written notification of the

disciplinary action taken, and the employee may request in writing to the department head a review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline to the employee. Said review form shall be printed on the back of or attached to the notice of discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of the employee's receipt of notice of disciplinary action will preclude the employee's right to review.

---

## Article 6 Holidays

### Section 6.1 Holidays (*Added*)

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

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

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

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

## Article 7 Leaves

### Section 7.1.1 Bereavement Pay (*Changes*)

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three (3) consecutive work days. If the deceased resided or passed in a state not contiguous to Illinois or another country and the employee is travelling to that state or country, the employee shall be entitled to a maximum of five (5) consecutive work days. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as he/she is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

Bereavement leave must be taken within sixty (60) days following the date of death.

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 grand-children, court appointed legal guardian, and a person for whom the employee is a court appointed guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

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

---

### Section 7.1.4 Sick Leave (*Changes*)

Effective January 1, 1998 and thereafter, salaried employees who receive paid sick time shall accrue sick time at the rate of one (1) day for each month of employment. Effective thirty (30) days after ratification of this Agreement and thereafter, all other employees shall accrue sick time at the rate of one half (1/2) days for each month of employment, sick time for such employees shall be used consistent with the use of VVS days. Unused sick time may be rolled over from year to year. Employees may use up to (6) days of sick time per year for the bona fide illness of family members ...

---

### Section 7.1.5 Paid Parental Leave (*Changes*)

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

Up to twelve (12) work weeks of paid parental leave for either the birth of the employee's biological child or children, (including the employee's biological children born using gestational

surrogacy), or for the adoption or foster of a child or children by the employee. Any paid parental leave is to be taken within the first year following either the child or children's date of birth, or the initial date of placement in the employee's home in the case of adoption or foster care. Paid parental leave may only be taken once per birth or placement event and must be used before a biological child turns one (1) year old or prior to the one (1) year anniversary of initial placement in the case of adoption or foster care. Any unused paid parental leave will be forfeited at the end of such a rolling year period.

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

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

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

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

---

#### Section 7.2.2 Medical Leave (*Added*)

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted in increments of a minimum of one (1) week for up to 3 (three) months, provided said leaves shall be renewable for 3-month periods. The employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one-year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

---

#### Article 9 Hours of Work and Overtime

##### Section 9.3.2 Change of Shift Schedule (*Changes*)

Whenever the City believes it is necessary to temporarily change (a) a scheduled shift assignment or (b) the starting time for such assignment outside the above listed normal starting times for shifts the Union and affected employees shall be given at least 14 days written notice and shall be advised as to the reason for the change(s) and the duration thereof.

---

## Section 9.10 Deferred Compensation (*Changes*)

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

Effective January 1, 2024, the Employer will contribute \$1.50 for each dollar contributed by each employee under a 401(a) Plan (or any similar successor plan agreed to by COUPE) up to a maximum of \$750 per year based on amounts deferred by each employee to the employee's 457 plan.

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

---

## Article 10 Vacations

### Section 10.3 Forfeit of Vacation (*Changes*)

All earned vacation leave shall be forfeited unless ... (3) the employee elects in writing to carry over vacation days (up to five (5) days of accrued and unused vacation days for employees with less than ten (10) years of service, and up to seven (7) days of accrued and unused vacation days for employees with ten (10) or more years of service) for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year.

---

### Section 10.7 Non Consecutive Vacation Days (*Changes*)

Employees may receive up to nine (9) of their vacation days one or more day(s) at a time as days off in each year....

Employees may designate and use at their option up to nine (9) of their vacation days in each year of this Agreement as sick days to cover periods of bona fide medical illness or the illness of family members .....

*(Add to end of this section)*

If due to a public health emergency an employee is required to care for a minor child whose classroom, school or daycare is closed, unavailable or quarantined, an employee may use vacation time.

---

## Article 11 Continuous Service

### Section 11.3 Break in Service (*Added*)

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative (including such absences, following notice from the Employer of return to work, occurring after expiration of an approved leave of absence) unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

---

### Section 11.7.2 Promotion – One Man Truck Pay (*Changes*)

In the event that a break-in rate Sanitation Laborer or General Laborer is the only Sanitation Laborer/General Laborer assigned to a refuse, recycling or compost truck, the hourly premium to be paid that Sanitation Laborer/General Laborer will be equal to the break-in-rate that is immediately greater than the Sanitation Laborer/General Laborer's current break in rate. If the Sanitation Laborer is at the full rate, then the hourly premium to be paid that Sanitation Laborer will be equal to ten (10) % over that Sanitation Laborer's rate.

---

## Article 12 Group Health, Vision Care, Dental, Life and Accident Benefits

### Section 12.7 (*New*)

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

---

## Article 13 Layoff and Recall

### Section 13.3 Layoff Procedure (*Changes*)

#### B. Order of Layoff

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

Involuntary layoffs shall be made in the following order:

(4) probationary employees with 90 days or more of service; and career service employees.

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

---

## Article 15 Filling of Permanent Vacancies

### Section 15.2 Filling of Permanent Vacancies (*Added*)

#### D. Posting and Bidding

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

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

### Section 15.2 Filling of Permanent Vacancies (*Changes*)

3. Qualified bargaining unit employees shall be given an equal opportunity to bid on jobs which are declared vacant by the Employer for promotion or transfer to equal or lower rated jobs. The Employer shall select the most qualified applicant. In making selections bargaining unit bidders shall be given preference over non-bargaining unit applicants unless the non-bargaining unit applicants have demonstrably greater skill and ability to perform the work. Where bargaining unit bidders are relatively equally qualified, the Employer shall select:
    - a.) the most senior employee (based on time in bargaining unit seniority) of those bidding for promotion within the Department; or if none,
    - b.) the most senior employee (based on time in bargaining unit seniority) of those bidding for promotion from any other Department in the bargaining unit; or if none,
    - c.) the most senior employee (based on time in bargaining unit seniority) of those bidding for transfer to equal or lower rated jobs.
-



### Section 15.2 D. 3. *(Added)*

Should the Employer decide to interview candidates for a vacant position, if more than eight (8) qualified bidders bid for a vacancy, nothing herein shall require the Employer to interview all qualified bidders. Instead, the Employer may elect to interview eight of the most senior qualified bidders and to promote a qualified bidder interviewed to the vacant position, in accordance with the provisions of this Agreement. The Employer may elect to interview the next eight most senior qualified bidders if, after interviewing the first eight qualified bidders, the Employer determines that additional interviews are necessary. The Employer can determine that additional interviews are necessary and continue to elect to interview the next set of eight qualified bidders until all qualified bidders on the prequalified candidates list have been given an opportunity to interview. If no qualified bidder is selected for the position, the Employer can elect to interview applicants who are on the prequalified candidates list. In circumstances where the Employer decides to interview more than the eight most senior, qualified bidders (for example, because the Employer is attempting to fill more than eight positions, etc.), the Employer will notify the Union of the number of qualified bidders who will be interviewed from the prequalified candidates list. Nothing herein prevents the Employer and Union from mutually agreeing to a different number of initial interviewees, in order to fill a vacant position.

### Section 15.2 D. 4. *(Added)*

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

### Section 15.2 D. 10 *(New)*

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

---

## Article 16 Tools and Equipment *(Changes)*

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

---

### Section 19.3 Continuing Training Requirements (New)

In order to ensure employee skills, safety, and productivity remain high, and workplace accidents and injuries are kept low, effective January 1, 2023, all prevailing rate titles, General Laborers, and Sanitation Laborers are required to complete at least one forty-hour Relevant Continuing Training course during the term of this Agreement. Training received pursuant to the City of Chicago Construction Laborer Apprentice Agreements, the General Laborer Memorandum of Agreement, or Local 1001's Memorandum of Agreement with COOT will exempt an employee from the Continuing Training Requirement for the training period set forth below. All employees hired after the effective date of this agreement who are subject to this provision and do not receive training pursuant to one of the agreements listed above shall have four years from their date of hire to complete the training.

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

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

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

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

---

## Article 23 Dues Check-Off

### Section 23.1 (*Changes*)

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

*(Added)*

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

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

### Section 23.1 Check-Off (*Changes*)

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

---

## Article 24 Wages

### Section 24.2 Prevailing Wage Rates (*Changes*)

Effective July 1, 2022, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used in the United States Department of Labor in...

### Section 24.3 Prevailing Rate Adjustments (*Changes*)

Effective on July 1 of each year of this Agreement beginning in 2022, through the period ending June 30, 2027, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 24.2 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

---

### Section 24.4 Non-Prevailing Wage Rates (*Changes*)

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

Effective July 1, 2022:	3.00%
Effective January 1, 2023:	3.00%
Effective January 1, 2024:	3.00% - 5.00%
Effective January 1, 2025:	3.00% - 5.00%
Effective January 1, 2026:	3.00% - 5.00%
Effective January 1, 2027:	3.25%

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

---

### Section 24.5 Retroactivity (*Changes*)

The increases set forth in Article 24, Sections 24.1 and 24.3, are payable to affected employees who, as of the date of final ratification of this Agreement by the City Council, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire or are former employees who retired effective between July 1, 2022 and the date of final ratification of the Agreement by the City Council, inclusive.

---

### Section 24.8 Payment of Wages (*Added*)

(a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. Effective no later than four (4)

months after the date of ratification, the payment of wages for employees provided herein is due and payable on the seventh and twenty-second day of each month. The Employer will coordinate this change with the issuance of any retroactive pay. If an employee fails to receive his or her pay as a result of the change in pay dates for the first pay period coinciding with the change of pay dates, the Employer will use its best efforts to expeditiously make corrections and issue payment. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

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

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

**(New)**

(e) Where a contract grievance or discipline appeal filed under Secs. of this Agreement is settled, or is resolved by an arbitrator, Department Representative or the Human Resources Board on terms that include a monetary payment, such monetary payment shall be made within six (6) weeks of the time of the final determination of the amount owed.

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

---

#### Section 24.9 Miscellaneous Wage Adjustments (New)

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

Sanitation Laborer (full rate) T.C. 6324 - \$43.79  
Laborer Aviation T.C. 9533 – \$43.79  
Tree Trimmer (full rate) T.C. 7975 - \$44.37  
Airport Maintenance Foreman T.C. 7005 – \$48.30

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

#### Section 24.10 Bonus (*New*)

In recognition of employees' service during the continuing COVID-19 pandemic, all employees who were on the payroll, on approved leave, on layoff with recall rights, or were seasonal employees eligible for rehire, at any time between July 1, 2022, and the date of final ratification of this Agreement, and specifically including former employees who retired or were otherwise separated from service on or after July 1, 2022, shall receive (1) a one-time, lump sum bonus of \$1,000.00 on January 1, 2024 and (2) a one-time, lump sum bonus of \$2,000.00 on January 1, 2025.

---

#### Article 25 – Drug Testing

##### Section 25.4 (e) (*added*)

Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive" and shall, **except with respect to cannabis as set forth in Section 25.6,** presumptively establish that the tested employee was under the influence of drugs.

---

##### Section 25.6 (*New*)

Notwithstanding anything in this Agreement to the contrary and until such time as a test is used by the Employer that can reliably determine that an individual is under the influence of cannabis at the time of the test, a positive test for cannabis shall not, on its own, establish that an employee was under the influence of cannabis while on duty and on the Employer's premises. The Employer and Union shall continue to meet and discuss, with the goal of reaching agreement, concerning the appropriate discipline for a proven first offense of being under the influence of cannabis while on duty and on the Employer's premises.

---

## Addendums, MOA's and MOU's

---

### Sick Leave Policy Addendum (*Added*)

The City shall continue the Sick Leave Policy Addendum that became effective January 21, 2022, and it shall not terminate or alter the terms of that Addendum before at least thirty (30) days after the ratification date of this Agreement.

---

### Memorandum of Understanding (*New*)

This Memorandum of Understanding ("MOU") is entered into between Laborers' Local 1001 ("Union") and the City of Chicago ("Employer") The Employer and the Union agree as follows:

Effective July 1, 2023, the parties agree to regrade the Forestry Training Agent position (Title Code 3063) to Grade 14.

---

[ Blank ]

Memorandum of Agreement - Tree Trimmers (*Added*)

This Memorandum of Agreement (“MOA”) is entered into by and between the County, Municipal Employees’, Supervisors and Foremen’s Union Local 1001 (“Local 1001”) and the City of Chicago (“City”).

WHEREAS, the City and Local 1001 are parties to a collective bargaining agreement (“CBA”);

WHEREAS, the City’s Department of Streets and Sanitation (“DSS”) and Local 1001 determined that it is in the best interest of the City and its citizens to ensure that services are provided in the most cost efficient manner and wish to ensure that its employees are properly trained to perform their jobs in a safe, productive and workmanlike manner;

The parties hereby agree as follows:

1. An employee hired into the Tree Trimmer classification (TC: 7975) will receive 70% of the Tree Trimmer rate for the first year of employment (equivalent 2,080 hours worked); will receive 80% of the Tree Trimmer (TC:7975) rate for the second year of employment (equivalent 4,160 hours worked); will receive 90% of the Tree Trimmer (TC:7975) rate for the third year of employment (equivalent 6,240 hours worked); and will receive the full Tree Trimmer (TC:7975) rate after 6,240 hours worked. On a monthly basis the Union shall be furnished with a total hourly summary report for all probationary career service Tree Trimmers.
  2. Pre-employment testing on job related skills may be implemented by the City in evaluating bidders and applicants.
  3. Successful bidders and successful applicants will be subject to a probationary period of 3 years (equivalent 6,240 hours worked) and will be coded as probationary career service. Upon completion of the probationary period, successful bidders and employees will be converted to career service status Tree Trimmers (TC: 7975).
  4. DSS will develop appropriate training courses for probationary employees in the Tree Trimmer, designed to provide these employees with the job skills and safety training necessary to promote a productive and efficient workforces.
    - a. The training courses will be designed and developed by DSS and will involve ongoing testing on job related skills and performance evaluation.
    - b. DSS will have discretion to evaluate the performance of employees throughout their probationary employment period based on training course performance, job skills testing, attendance criteria, etc. in determining whether or not a probationary employee may continue their employment in the Tree Trimmer job classification.
    - c. Successful bidders who do not successfully complete their probationary period due to inability to demonstrate the necessary skills for the Tree Trimmer position will be returned to their previous position subject to availability and/or seniority.
    - d. Successful applicants who do not successfully complete their probationary period due to inability to demonstrate the necessary skills for the Tree Trimmer position will be terminated from employment.
    - e. Nothing in this MOA shall be construed as in any way limiting DSS’s right to otherwise terminate any seasonal, probationary or other non-career service employee or any career service employee, consistent with the applicable terms of the Contract.
  5. The City and Union agree that ground level work performed in the Bureau of Forestry including but not limited to tree inoculations, branch pick up, general clean up, etc. may be performed by Sanitation Laborers (TC: 6324) at no less than the full Sanitation Laborer rate.
  6. This MOA contains the entire agreement between the parties.
-



## Memorandum of Agreement

### Dispute Resolution Program (Pilot) (New)

The Laborers, Locals 1001 and 1092 and the City of Chicago (“the parties”) agree to employ a Dispute Resolution Program (“DRP” or “the Program”) on a trial/pilot basis with regard to certain disciplinary suspensions ranging from 1 day to 10 days, excluding disciplinary suspensions for tardiness and/or attendance, and which are not appealable to the Human Resources Board. The parties agree that suspensions ranging from 1 – 10 days that are appealable to the Human Resources Board, or suspensions ranging from 11 – 30 days that are appealable to the Human Resources Board, may be eligible for DRP if the parties mutually agree to proceed to DRP and the Union obtains a written waiver from the employee stating that the employee will not appeal his or her suspension to the Human Resources Board if said suspension is resolved through DRP. The DRP will be piloted for a total of one year in the Departments of Streets and Sanitation (D55) and Water (DWM). At the conclusion of the first 6 months of the pilot program, the parties will meet to assess and evaluate the DRP, as well as mutually agree on any changes or alterations to the DRP to make it more effective or productive. Additionally, the parties will discuss expanding the DRP, with modifications, to two additional City Departments. At the conclusion of the parties’ 6-month assessment and evaluation meetings, the parties agree that the pilot program with any mutually agreed to changes will be extended for the remaining 6 months in the Departments of Streets and Sanitation and Water. Should the parties agree that the DRP be expanded to any other City Department, such expansion will take place during the remaining 6-month pilot period. Once the one-year pilot has been completed, the parties will meet again to assess and evaluate the DRP to determine if the Program should be expanded to other City Departments, scaled back, discontinued, or otherwise modified. Nothing herein requires the parties to continue or expand the DRP after the one-year trial/pilot period.

Either party (the Union or the City) can elect to participate in the DRP, unless the suspension at issue is appealable to the Human Resources Board, in which case both parties must agree to participate in the DRP. If either party elects to participate in the DRP, it must do so within 7 days after an employee receives written notice of the disciplinary action that will be administered. If either party elects to participate in the DRP, the matter will be referred to the DRP, subject to the following rules and procedures.

In order for a matter to be eligible for the DRP, the disciplinary action must be a suspension of 10 days or less, excluding disciplinary suspension for absenteeism and/or tardiness, which is not appealable to the Human Resources Board. The parties agree that suspensions ranging from 1 – 10 days that are appealable to the Human Resources Board, or suspensions ranging from 11 – 30 days that are appealable to the Human Resources Board, may be eligible for DRP if the parties mutually agree to proceed to DRP and the Union obtains a written waiver from the employee stating that the employee will not appeal his or her suspension to the Human Resources Board if said suspension is resolved through DRP. No suspension for absenteeism and/or tardiness is eligible for DRP, regardless of the length of the suspension.

Once the employee receives written notice of the disciplinary action to be administered, the Union or Employer can elect to participate in the DRP prior to advancing the disciplinary action to Step 4/arbitration. In DWM, written notice of the disciplinary action to be administered is given to the employee before the employee requests review by the Department Head pursuant of Section 4.2, Step 1, of the CBA. Hence, in DWM, if the Union or Employer elects to participate in DRP, the disciplinary action will be reviewed through the DRP process instead of through the Department review that is set forth in Section 4.2, Steps I, 2 and 3. In DSS, if the Union or the Employer elects to participate in DRP, the disciplinary suspension will be reviewed through the DRP process instead of the internal hearing process or the Department review that is set forth in Section 4.2, Steps 1, 2 and 3. If an election is made to participate in the DRP, a conciliation session will be scheduled before an independent conciliator from the

Federal Mediation and Conciliation Service (“FMCS”). The parties, including the Union, the employee, and the City representative, shall be required to sign the FMCS Grievance Mediation Agreement. The Conciliator shall hear arguments and consider evidence from both parties prior to making a recommendation regarding the disciplinary action. Each side will be allowed to present a one (1) page written position statement to the Conciliator prior to the start of the conciliation session. In an effort to expedite the matters scheduled before the Conciliator, the parties shall exchange all documents that it plans to present at the conciliation session at least 48 hours in advance of the session. The parties will also provide a copy of such documents to the Conciliator prior to the start of the conciliation session. Each side will be granted no more than 10 minutes to make its presentation, including rebuttal if the Conciliator allows it and deems it necessary. After the presentations are complete, the Conciliator may attempt to resolve the dispute between the parties. Neither party will be represented by an attorney who acts in his/her official capacity as counsel for the City, the Union or the employee, however, each side will have a party representative, who is not an attorney acting in his /her official capacity as legal counsel. In addition to having one party representative, the employee can be present at the conciliation, and, if present, will be permitted to speak during the Union’s 10 minute presentation. The Employer may also have one person present in addition to its party representative who will be permitted to speak during its 10 minute presentation. No other witnesses will be present or make presentations at the conciliation absent mutual agreement. If the employee or the Employer’s non-party representative is not available to attend the DRP for which the disciplinary suspension is scheduled, the disciplinary suspension will proceed for the DRP session as scheduled.

Within forty-eight (48) hours of the conciliation session’s conclusion, the Conciliator will make a non-binding, non-precedent recommendation regarding the discipline. Either side can reject the Conciliator’s recommendation. If both parties accept the recommendation, the parties will enter into an agreement reflecting that the recommendation has been accepted and the level of discipline, if any, to be imposed. If the City rejects the Conciliator’s recommendation and decides to impose its original disciplinary action, it will notify the Union within 5 working days, and the Union will have 10 working days from that notification to determine if it will arbitrate the discipline. If the Union rejects the Conciliator’s recommendation, it will notify the City within 5 working days that it will not agree to the recommendation, and that it will invoke arbitration. After rejection of the Conciliator’s recommendation has been communicated to or by the Union, the Union has 10 working days to invoke arbitration. If the Union does not invoke arbitration within that 10 working day time frame, the employer’s disciplinary decision is deemed final and will be imposed, and the Union will have no further rights to appeal the disciplinary action.

DRP conciliation sessions will be scheduled for one day/month for each Department within the pilot period, unless otherwise agreed to by the parties. The date(s), time(s), and location(s) will be agreed to by the Union and the Department, but each session will be scheduled for no more than four (4) hours absent mutual agreement. The parties agree that conciliation sessions will be conducted virtually, and the Employer will provide the employee with access to a computer, if necessary. The parties also agree to schedule conciliation sessions at the start or near the end of the employee’s shift whenever possible. Once a party elects to participate in the DRP, the disciplinary action will be heard at the next scheduled DRP session absent mutual agreement, provided that the conciliation docket is not full for that session, in which case, the discipline will be heard at the next available DRP session. Should the employee decide to attend the DRP session, the parties mutually agree that the employee’s schedule can be changed for the day of the conciliation. This temporary schedule change will not result in the employee receiving overtime however, and the provisions of the overtime section are not applicable in this situation.

Furthermore, an employee who participates in the DRP will not be required to serve any disciplinary suspension proposed by the City until such time as the Conciliator issues his/her recommendation, and the parties either accept or reject the Conciliator’s recommendation, unless the conduct is so egregious that immediate action is warranted.

An agreement reached at conciliation cannot be referenced or entered into evidence in any

subsequent proceeding, except to enforce the rights set forth in the subject conciliation agreement. The Conciliator's recommendation, whether accepted or rejected, cannot be used, referenced or cited in any future proceedings, including future proceedings related to the discipline subject to the conciliation. The Conciliator shall not be called by either party to testify at any hearing or proceeding, and the Conciliator's notes will be destroyed at the conclusion of the conciliation session.

If FMCS is unable to participate in DRP as outlined in the MOA, the parties will meet and discuss if and/or how DRP can be implemented.

---

[ Blank ]

Memorandum of Agreement – General Laborer/Break-in-Rate Sanitation Laborer (New)

- 1) Effective July 1, 2022, all current General Laborers (T.C. 6329) with more than 2,080 regular hours, will be converted to Career Service break in rate Sanitation Laborers (T.C. 6324) and will be placed, by hours worked as a General Laborer (T.C. 6329), into the appropriate step of the General Laborer Conversion Chart attached as Attachment A. Effective July 1, 2023, all employees who had been placed by conversion will have their rate increased to the next highest rate of the Sanitation Laborer break in or full rate, as described in (3) below.
- 2) Effective July 1, 2022, all General Laborers' with less than 2,080 hours actually worked will be paid at a base rate equal to 55% of the full Sanitation Laborer rate. After reaching over 2,080 regular hours, all General Laborers (T.C. 6329) will then be converted to Career Service Break in Rate Sanitation Laborer (T.C. 6324) and will be placed at the 65% rate of a full Sanitation Laborer and will follow the appropriate steps to convert to a full rate Sanitation Laborer as outlined in (3) below. Nothing in this agreement shall prohibit the Employer from converting a General Laborer to a Break in Rate Sanitation Laborer or a Break in Rate Sanitation Laborer to a full rate Sanitation Laborer prior to all regular hours worked being reached, with the agreement of the Union.
- 3) During the first 2,080 regular hours worked all newly hired Break in Rate Sanitation Laborers (T.C. 6324), excluding those General Laborers converted in (1) above, will be paid at a base rate equal to 65% of the full Sanitation Laborer rate. After 2,080 hours worked as a break in rate Sanitation Laborer (T.C. 6324), their base rate will be 75% of the full Sanitation Laborer rate. After 4,160 hours worked as a break in rate Sanitation Laborer (T.C. 6324), their base rate will be 90% of the full Sanitation Laborer rate. Once a vacancy is declared for the Full Rate Sanitation Laborer (T.C. 6324) position, the Break in Rate Sanitation Laborer (T.C. 6324) in DSS who has the most hours worked as a break in rate Sanitation Laborer (T.C. 6324), will be selected to fill the vacancy. The minimum number of hours to fill said vacancy will be no less than 8,320 hours of General Laborer (6329) and break in rate Sanitation Laborer (T.C. 6324) combined. Seniority will be used as a tie breaker if candidates have the same number of combined hours worked.
- 4) When a Sanitation Laborer quits, dies, retires, resigns, is discharged, or otherwise permanently leaves the Sanitation Laborer position, the City agrees that it will not convert this position to a General Laborer position. Instead, the City will fill the position as described in (3) above, no later than 30 days from the vacancy occurring.
- 5) Through the term of the Memorandum of Agreement, the City agrees that the staffing number of Full Rate Sanitation Laborers' (T.C. 6324) will be no less than (425) four hundred and twenty-five positions. Upon expiration of the Memorandum of Agreement, the parties will negotiate the staffing number, unless the parties mutually agree to maintain this number.
- 6) For the purpose of this Section, the terms "hours actually worked", "regular hours", and "hours worked" is defined in the letter of agreement attached as Attachment B.

Memorandum of Agreement General Laborer DSS (*Changed*)

This Memorandum of Agreement (“MOA”) is entered into by and between the County, Municipal Employees’, Supervisors and Foremen’s Union Local 1001 (“Local 1001”) and the City of Chicago (“City”);

WHEREAS, the City and Local 1001 are parties to a collective bargaining agreement (“CBA”);

WHEREAS, the City’s Department of Streets and Sanitation (“DSS”) and Local 1001 determined that it is in the best interest of the City and its citizens to ensure that services are provided in the most cost efficient manner and wish to ensure that its employees are properly trained to perform their jobs in a safe, productive and workmanlike manner: and

The parties hereby agree as follows:

1. Effective as of the date the document is fully executed, the City will establish the position of 6329 – General Laborer – Streets and Sanitation.

a. The position will be paid an hourly wage.

b. The hourly wage for 6329 – General Laborer – Streets and Sanitation title will be paid at a base rate equal to 55% of the full Sanitation Laborer rate. After a total of 2,080 hours worked, that employee will then be converted, at the appropriate rate, to a Career Service Break in Rate Sanitation Laborer (T.C. 6324).

c. Veterans will be given a preference for hiring into this new position in accordance with the City of Chicago Personnel Rules and Hiring Plan.

2. DSS and Local 1001 will develop appropriate training courses for probationary employees in the 6329 – General Laborer – Streets and Sanitation title, designed to provide these employees with the job skills and safety training necessary to promote a productive and efficient workforce.

a.

i. The training courses will be jointly designed and developed by Local 1001 and the City (including, as may be determined by the City, appropriate representatives of DSS and the City’s Department of Human Resources), and will be administered and conducted by the Chicagoland Laborers Training and Apprenticeship Center (“the Center”) at the training facility owned and operated by the Construction and General Laborers’ District Council and Vicinity Training Trust Fund (“the Fund”), or at other appropriate locations as may be agreed by the parties. The determination of whether any employee has successfully completed any training course will be made by the Center, based on criteria approved by the City.

ii. Any of the probationary employees in the 6329 General Laborer – Streets and Sanitation title who do not successfully complete any of the training courses will be subject to immediate termination by DSS.

b. DSS may also, from time to time, refer employees to the Center for appropriate training courses, subject to the terms to be agreed upon by the City and Local 1001.

3. An employee hired in to the 6329 – General Laborer – Streets and Sanitation title will be Probationary Career Service until the employee has worked a total of 2,080 regular hours, as regular hours are defined in the letter of agreement attached as Attachment B.

a. For purposes of this MOA, hours worked shall be actual hours paid and shall not include any time that is not paid, including but not limited to any time spent on a leave of absence.

b. Probationary 6329 – General Laborer – Streets and Sanitation employees will be assigned a number effective with the date they are hired into the position. This number will be fixed and will be used during the probationary period to establish seniority order for employees in this position.

c. When an employee in the 6329 – General Laborer – Streets and Sanitation title successfully completes their probationary period, the employees will then be converted, at the appropriate rate, to a Break in Rate Career Service Sanitation Laborer (T.C. 6324).

4. During the probationary period of a 6329 – General Laborer – Streets and Sanitation may be placed on inactive status due to seasonal changes in the operational needs of DSS. Placing employees on inactive status due to such changes shall not constitute a layoff under the CBA. If some but not all probationary 6329 – General Laborer – Streets and Sanitation employees are not being placed on inactive status, seniority (Assignment Number) will be used to determine the order of employees made inactive and returned to active service.
5. Employees in the 6329 – General Laborer – Streets and Sanitation title can be assigned to do any work that would otherwise be assigned to a (T.C. 6324) Sanitation Laborer.
  - a. Any assignment which, at the time it is staffed, is expected to last more than 45 days shall be considered a permanent assignment.
  - b. Permanent assignments shall be offered to employees in the 6329 – General Laborer – Streets and Sanitation title in order of seniority.
  - c. If any new work is assigned to a 6329 – General Laborer – Streets and Sanitation title the City will notify the union and, upon request, meet with Local 1001 to discuss whether a premium should be paid for this work.
6. Nothing in this MOA shall be construed as in any way limiting the right of the City to otherwise terminate any seasonal, probationary or other non-career service employee, or any career service employee, consistent with the applicable terms of the Contract. However, prior to terminating a Probationary Career Service 6329 – General Laborer – Streets and Sanitation, except for egregious offenses as defined in Section 4.1(b) of the CBA, the Employer will issue a written warning to the employee and a copy to the union.
7. Probationary Career Service 6329 – General Laborer – Streets and Sanitation shall only have the bidding rights defined in Section 15.2 of the CBA after working 2,080 regular hours, as regular hours are defined in the letter of agreement attached as Attachment **B**.
8. This MOA contains the entire agreement between the parties.

[ Blank ]

**Attachment A (New)**

Break in Rate Sanitation Laborer Conversion

Hours	2,080	4,160	6,240	8,320	10,400	12,480	14,560	16,640	Over
	4,159.9	6,239.9	8,319.9	10,399.9	12,479.9	14,559.9	16,639.9	18,719.9	18,720
	<b>70%</b>	<b>72.5%</b>	<b>75%</b>	<b>77.5%</b>	<b>80%</b>	<b>82.5%</b>	<b>85%</b>	<b>87.5%</b>	<b>90%</b>

---

**Attachment B**

Regular Hours Definitions

The understanding of the parties is as follows:

- 1) The terms and phrases “hours actually worked”, “regular hours”, and “hours worked” are interchangeable, mean the same thing, and are intended to be calculated in the same manner for purposes of achieving advancement through the agreed upon pay schedules and for purposes of advancing through the pay schedules the of this agreement.
- 2) The calculation applied by the City in determining advancement through the agreed upon pay schedules and for purposes of advancing through the probationary period to achieve Career Service status should be the same as the current calculation applied to determining the hours of eligibility requirement for Federal Family Medical Leave Act (“FMLA”) leave eligibility purposes. If an hour is considered good time for the purposes of meeting FMLA leave requirements, that same hour will be counted toward the advancement through the pay schedules the of this agreement.
- 3) In the event that the FMLA is further amended to either include additional hours not currently counted, or to exclude hours that are currently counted, in the calculation for FMLA eligibility, the parties may mutually agree to amend the calculation for this agreement.

[ Blank ]

Memorandum of Agreement - **General Laborer/Break-in-Rate Laborer Aviation (New)**

- 1) Effective July 1, 2022, all current General Laborers (T.C. 9535) with more than 2,080 regular hours, will be converted to Career Service break in rate Laborer Aviation (T.C. 9533) and will be placed, by hours worked as a General Laborer (T.C. 9535), into the appropriate step of the General Laborer Conversion Chart attached as Attachment A. Effective July 1, 2023, all employees who had been placed by conversion will have their rate increased to the next highest rate of the Laborer Aviation break in or full rate, as described in (3) below.
- 2) Effective July 1, 2022, all General Laborers' with less than 2,080 hours actually worked will be paid at a base rate equal to 55% of the full Laborer Aviation rate. After reaching over 2,080 regular hours, all General Laborers (T.C. 9535) will then be converted to Career Service Break in Rate Laborer Aviation (T.C. 9533) and will be placed at the 65% rate of a full Laborer Aviation and will follow the appropriate steps to convert to a full rate Laborer Aviation as outlined in (3) below. Nothing in this agreement shall prohibit the Employer from converting a General Laborer to a Break in Rate Laborer Aviation or a Break in Rate Laborer Aviation to a full rate Laborer Aviation prior to all regular hours worked being reached, with the agreement of the Union.
- 3) During the first 2,080 regular hours worked all newly hired Break in Rate Laborer Aviation (T.C. 9533), excluding those General Laborers converted in (1) above, will be paid at a base rate equal to 65% of the full Laborer Aviation rate. After 2,080 hours worked as a break in rate Laborer Aviation (T.C. 9533), their base rate will be 75% of the full Laborer Aviation rate. After 4,160 hours worked as a break in rate Laborer Aviation (T.C. 9533), their base rate will be 90% of the full Laborer Aviation rate. Once a vacancy is declared for the Full Rate Laborer Aviation (T.C. 9533) position, the Break in Rate Laborer Aviation (T.C. 9533) in CDA who has the most hours worked as a break in rate Laborer Aviation (T.C. 9533), will be selected to fill the vacancy. The minimum number of hours to fill said vacancy will be no less than 8,320 hours of General Laborer (9535) and break in rate Laborer Aviation (T.C. 9533) combined. Seniority will be used as a tie breaker if candidates have the same number of combined hours worked.
- 4) When a Laborer Aviation quits, dies, retires, resigns, is discharged, or otherwise permanently leaves the Laborer Aviation position, the City agrees that it will not convert this position to a General Laborer position. Instead, the City will fill the position as described in (3) above, no later than 30 days from the vacancy occurring.
- 5) Through the term of the Memorandum of Agreement, the City agrees that the staffing number of Full Rate Laborer Aviation (T.C. 9533) will be no less than sixty (60) positions. Upon expiration of the Memorandum of Agreement, the parties will negotiate the staffing number, unless the parties mutually agree to maintain this number.
- 6) For the purpose of this Section, the terms "hours actually worked", "regular hours", and "hours worked" is defined in the letter of agreement attached as Attachment B.



Memorandum of Agreement General Laborer CDA (*Changed*)

This Memorandum of Agreement (“MOA”) is entered into by and between the County, Municipal Employees’, Supervisors and Foremen’s Union Local 1001 (“Local 1001”) and the City of Chicago (“City”)

WHEREAS, the City and Local 1001 are parties to a collective bargaining agreement (“CBA”);

WHEREAS, the City’s Department of Aviation (“CDA”) and Local 1001 determined that it is in the best interest of the City and its citizens to ensure that services are provided in the most cost efficient manner and wish to ensure that its employees are properly trained to perform their jobs in a safe, productive and workmanlike manner: and

The parties hereby agree as follows:

1. Effective as of the date the document is fully executed, the City will establish the position of 9535 – General Laborer – Aviation.

a. The position will be paid an hourly wage.

b. The hourly wage for 9535 - General Laborer - Aviation title will be paid at a base rate equal to 55% of the full Laborer Aviation rate. After a total of 2,080 hours worked, that employee will then be converted, at the appropriate rate, to a Career Service Break in Rate Laborer Aviation (T.C. 9533).

c. Veterans will be given a preference for hiring into this new position in accordance with the City of Chicago Personnel Rules and Hiring Plan.

2. CDA and Local 1001 will develop appropriate training courses for probationary employees in the 9535 - General Laborer - Aviation title, designed to provide these employees with the job skills and safety training necessary to promote a productive and efficient workforce.

a.

i. The training courses will be jointly designed and developed by Local 1001 and the City (including, as may be determined by the City, appropriate representatives of CDA and the City’s Department of Human Resources), and will be administered and conducted by the Chicagoland Laborers Training and Apprenticeship Center (“the Center”) at the training facility owned and operated by the Construction and General Laborers’ District Council and Vicinity Training Trust Fund (“the Fund”), or at other appropriate locations as may be agreed by the parties. The determination of whether any employee has successfully completed any training course will be made by the Center, based on criteria approved by the City.

ii. Any of the probationary employees in the 9535 General Laborer - Aviation title who do not successfully complete any of the training courses will be subject to immediate termination by CDA.

b. CDA may also, from time to time, refer employees to the Center for appropriate training courses, subject to the terms to be agreed upon by the City and Local 1001.

3. An employee hired in to the 9535 - General Laborer – Aviation title will be Probationary Career Service until the employee has worked a total of 2,080 regular hours, as regular hours are defined in the letter of agreement attached as Attachment B.

a. For purposes of this MOA, hours worked shall be actual hours paid and shall not include any time that is not paid, including but not limited to any time spent on a leave of absence.

b. Probationary 9535 - General Laborer - Aviation employees will be assigned a number effective with the date they are hired into the position. This number will be fixed and will be used during the probationary period to establish seniority order for employees in this position.

c. When an employee in the 9535 - General Laborer – Aviation title successfully completes their probationary period, the employees will then be converted, at the appropriate rate, to a Break in Rate Career Service Laborer Aviation (T.C. 9533).

4. During the probationary period of a 9535 - General Laborer - Aviation may be placed on inactive status due to seasonal changes in the operational needs of CDA. Placing employees on inactive status due to such changes shall not constitute a layoff under the CBA. If some but not all probationary 9535 - General Laborer - Aviation employees are not being placed on inactive status, seniority (Assignment Number) will be used to determine the order of employees made inactive and returned to active service.
5. Employees in the 9535 - General Laborer - Aviation title can be assigned to do any work that would otherwise be assigned to a (T.C. 9533) Laborer Aviation.
  - a. Any assignment which, at the time it is staffed, is expected to last more than 45 days shall be considered a permanent assignment.
  - b. Permanent assignments shall be offered to employees in the 9535 - General Laborer - Aviation title in order of seniority.
  - c. If any new work is assigned to a 9535 - General Laborer - Aviation title the City will notify the union and, upon request, meet with Local 1001 to discuss whether a premium should be paid for this work.
6. Nothing in this MOA shall be construed as in any way limiting the right of the City to otherwise terminate any seasonal, probationary or other non-career service employee, or any career service employee, consistent with the applicable terms of the Contract. However, prior to terminating a Probationary Career Service 9535 - General Laborer - Aviation, except for egregious offenses as defined in Section 4.1(b) of the CBA, the Employer will issue a written warning to the employee and a copy to the union.
7. Probationary Career Service 9535 - General Laborer - Aviation shall only have the bidding rights defined in Section 15.2 of the CBA after working 2,080 regular hours, as regular hours are defined in the letter of agreement attached as Attachment **B**.
8. This MOA contains the entire agreement between the parties.

[ Blank ]

**Attachment A (New)**

Break in Rate Laborer Aviation Conversion

Hours	2,080	4,160	6,240	8,320	10,400	12,480	14,560	16,640	Over
	4,159.9	6,239.9	8,319.9	10,399.9	12,479.9	14,559.9	16,639.9	18,719.9	18,720
	<b>70%</b>	<b>72.5%</b>	<b>75%</b>	<b>77.5%</b>	<b>80%</b>	<b>82.5%</b>	<b>85%</b>	<b>87.5%</b>	<b>90%</b>

---

**Attachment B**

Regular Hours Definitions

The understanding of the parties is as follows:

1) The terms and phrases “hours actually worked”, “regular hours”, and “hours worked” are interchangeable, mean the same thing, and are intended to be calculated in the same manner for purposes of achieving advancement through the agreed upon pay schedules and for purposes of advancing through the pay schedules the of this agreement.

2) The calculation applied by the City in determining advancement through the agreed upon pay schedules and for purposes of advancing through the probationary period to achieve Career Service status should be the same as the current calculation applied to determining the hours of eligibility requirement for Federal Family Medical Leave Act (“FMLA”) leave eligibility purposes. If an hour is considered good time for the purposes of meeting FMLA leave requirements, that same hour will be counted toward the advancement through the pay schedules the of this agreement.

3) In the event that the FMLA is further amended to either include additional hours not currently counted, or to exclude hours that are currently counted, in the calculation for FMLA eligibility, the parties may mutually agree to amend the calculation for this agreement.

[ Blank ]

CDOT Employees/Break-in-Rate (*Changed*)

This seasonal side letter shall apply only to those City of Chicago departments that currently have seasonal employees, and to unions who have seasonal side letters at the time of ratification and agree to the terms set forth herein.

After the date of ratification of this agreement all Seasonal employees in the titles of (9534) Laborer Transportation, (9464) Asphalt Laborer, (9539) Concrete Laborer, will become probationary career service upon completion of their 4,160 hours of continual and consecutive work service without being laid off seasonally terminated, or seasonally detailed between departments and be subject to a 60 day evaluation period. Probationary career service employees continuing in the service of the Employer after the 60 day evaluation period shall be career service employees.

Effective upon ratification, in the event the Employer intends to impose disciplinary suspension with respect to a seasonal employee with at least (same number year for COUPE) years of seasonal service, as defined herein, and where the suspension would result in a loss of pay for the employee, prior to imposing the suspension, except in an emergency or where the employee is unavailable, the Employer shall notify the employee and the Union and, upon request from the Union, will schedule a meeting with the Union and the employee. At the meeting the Employer will notify the employee and the Union of the contemplated disciplinary action and the reasons) underlying it. The contemplated discipline shall be progressive and not punitive. The employee and the Union will be given the opportunity to respond to the accusations at the meeting. This meeting shall be informal and there shall be no witnesses present unless both parties agree. The Employer may, at its option, conduct further investigation after this meeting. In the event discipline is imposed it shall not be subject to the grievance procedure as nothing in this provision shall be deemed as altering the non-Career Service status of seasonal employees. This provision shall not apply where the suspension is the result of application of progressive discipline for violation of the Employer's time and attendance policies, provided that the Employer shall, upon request, provide the Union with copies of the employee's time and attendance record. Upon request by either party made after one year from the date of ratification of this Agreement, the parties shall meet to discuss any proposed changes to this Section 11.6. In the event that the parties develop a program by which disciplinary decisions can be appealed to a mediator/-conciliator, consideration to the appeal rights of seasonal status employees will be addressed and laid out in the development of such program. Any disciplinary matter involving a seasonal employee cannot be advanced to arbitration.

It is understood and agreed that nothing in the preceding paragraph regarding discipline and appeals shall be deemed as altering the non-career status of seasonal employees and no seasonal employee shall have the right to appeal a termination to the Human Resource Board. The parties further agree that any subsequent "seasonal termination" shall not be subject to the Grievance and Arbitration provisions, except in circumstances involving allegations of seniority or the Union's good faith belief that the City seasonally terminated its seasonal employees to prevent or subvert the conversion of seasonals to career service under this side letter. Seasonal recall rights and seasonal terminations shall be governed by the parties' past practices.

After January 1, 2018, any newly hired seasonal employees shall be paid at the rate of 70% of the journeyman's rate of pay provided for under the Contract for a period 1,040 hours worked. Once a seasonal employee works 1,040 hours of seasonal service, the rate of pay shall be increased to 90% of the journeyman's rate of pay provided for under the Contract. Once an employee works 2,080 hours of seasonal service, the rate of pay shall be increased to 100% of the journeyman's rate of pay provided for under the contract.

On a monthly basis the Union shall be furnished a total hourly summary report for all non-Career Service employees.