

ATTACHMENT

NO. 9

Term Sheet for Collective Bargaining
Agreement between the City of Chicago
and:

MID-AMERICAN CAPENTERS REGIONAL
COUNCIL - INSPECTORS

02023-0003884

ATTACHMENT 9

September 7, 2023

Term Sheet for the Collective Bargaining Agreement between the Mid-American Carpenters Regional Council--Inspectors and the City of Chicago

1. **Term:** July 1, 2022, through June 30, 2027—5 years (effective upon ratification by the bargaining unit and City Council)

2. **Base Salary Increases:** 18.25% - 24.25% (for non-prevailing wage rate employees)

Effective 7/1/22	3.0%
Effective 1/1/23	3.0%
*Effective 1/1/24	3.0% - 5.0%
*Effective 1/1/25	3.0% - 5.0%
*Effective 1/1/26	3.0% - 5.0%
Effective 1/1/27	3.25%

*In these years, the percentage increase varies depending upon the U.S. City Average CPI-U. If the CPI-U is 5% or more, then the percentage increase will be 5%. If it is between 3% and 5%, the percentage increase will be equal to the CPI-U, rounded to the nearest tenth of one percent. If it is 3% or less, the percentage increase will be 3%. The June CPI-U released in July of the preceding year will be used to determine the percentage increases in 2024, 2025 and 2026.

For prevailing wage rate employees, effective 7/1/22, they will continue to receive the prevailing wage rate, and such rate will be adjusted every July 1 through the terms of the contracts.

3. **Other Economic Terms:** Set forth in the attached, signed tentative agreements and includes:
 - **Signing Bonus:** Effective 1/1/24, City will provide a lump sum signing bonus/pandemic pay bonus in the amount of \$1,000; the City will provide a \$2,000 bonus effective 1/1/25.
 - **Deferred Compensation:** Effective 1/1/24, City will contribute \$1.50 for each dollar contributed by each employee up to a maximum of \$750/year. Effective 1/1/27, the City will contribute \$1.75 for each dollar contributed by each employee up to a maximum of \$875/year.
 - **Paid Parental Leave:** Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - **Holidays:** Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

- **Sick Leave:** Effective 30 days after ratification, prevailing wage rate employees can accrue sick time (1/2 day/month)

4. **Other Terms:** Set forth in the attached, signed tentative agreements and includes:

- **Vacations:** Employees can carry over 5 vacation days, 7 vacation days if the employee has 10 or more years of service
- **Bereavement Leave:** Expanded bereavement leave consistent with City policy
- **Change in Pay Dates:** Move the pay dates for employees to make it consistent for our represented work force.
- **Direct Deposit and Electronic Deposit Advice:** Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- **Hiring/Filling Vacancies:** Adjusted the hiring process to expedited filling vacancies.
- **Union Security/Janus:** Agreed to Janus language consistent with our obligations under the law, including employer neutrality and providing information.
- **Medical Leaves:** Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- **Committee on Retiree Health Care:** Established a working group to study retiree health care.
- **Terms Specific to the Carpenters--Inspectors:** Added language related to the discipline process (such as pre-disciplinary meetings, right to union representation, appeal to HRB) consistent with other collective bargaining agreements, as well as language about mailing duty disability payments, also consistent with other collective bargaining agreements.

COLLECTIVE BARGAINING AGREEMENT

Between

~~CHICAGO REGIONAL COUNCIL OF CARPENTERS~~
~~THE MID-AMERICA CARPENTERS REGIONAL COUNCIL~~
INSPECTORS

And

CITY OF CHICAGO

Effective July 1, 2022¹⁷ Through
June 30, 2027²

Section 10.9 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 shall be on said leave in accordance with current practice.

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

Section 18.1 Procedure

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

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings prior to being questioned. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. An employee may be discharged for just cause before the Personnel or Police Board hearings, shall be guaranteed, upon a request, provided that said employee a full hearing before said Board in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has seven (7) days from receipt of the notice to appeal. If the employee does not file an appeal within the seven (7) day period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30 day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30 day notice period, (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal

or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30 day period. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration and to actively participate.

(c) * * * [ADD AS LAST PARAGRAPH OF (c)]

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

**Section 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, 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. 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 instructions 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. 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 1 meeting, unless otherwise agreed by the parties. The Department Head or designee shall render a

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

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 19.1

MID-AMERICA CARPENTERS
REGIONAL COUNCIL

CITY OF CHICAGO

Thomas F. Lynn, Jr.

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