ATTACHMENT 3

<u>Term Sheet for the Collective Bargaining Agreement between the Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, & Helpers, Local Lodge 1 and the City of Chicago</u>

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:
 - <u>Signing Bonus</u>: 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.

- <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.
- <u>Sick Leave</u>: 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:

- <u>Vacations</u>: 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
- <u>Change in Pay Dates:</u> Move the pay dates for employees to make it consistent for our represented work force.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies</u>: Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus</u>: Agreed to Janus language consistent with our obligations under the law, including employer neutrality and providing information.
- <u>Medical Leaves:</u> Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.
- <u>Terms Specific to the Boilermakers (Transfers)</u>: DAIS employees can request transfers, and newly hired employees will rotate between shops/locations for training purposes.



DEPARTMENT OF LAW CITY OF CHICAGO

VIA ELECTRONIC MAIL: edavis@boilmakersone.org March 14, 2023

Eric Davis, Business Manager/Financial Secretary-Treasurer Boilermakers Local 1 2941 Archer Avenuce Chicago, IL 60608

RE: Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, & Helpers, Local Lodge 1, Local Negotiations

Dear Mr. Davis:

This is to confirm the agreements of the City of Chicago (the City) and the Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, and Helpers, Local Lodge 1(the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

Add new language to Section 14.10.

Within the Department of Assets and Information Services (DAIS), employees who desire a change in shift, day off group or work location of their job assignment shall request such change in writing on the Employer's form, a copy of which should be provided to DAIS' Human Resources Bureaus, the employee's supervisor, and the Union Steward. Should the Employer need to assign an employee to a specific shift, day off group or work location, the Employer shall select the most senior employee in the job classification in DAIS who has such a request on file, provided the employee has the present ability to perform the required work without further training, Employees may file such requests in December for the period beginning in January and continuing through June of the following year and June for the period beginning in July and continuing through December. Employees accepting such an assignment shall be allowed one such transfer in any one-year period. If no employee has a request on file, the Employer will select the employee in the job classification in the department by reverse seniority.

Employees newly hired in DAIS will rotate between shops during the first six (6) months of their probationary period for training purposes. Upon satisfactory completion of this training period, the Employer may assign new employees to any shift, day off group or work location, provided that a more senior employee does not have a timely request on file for that shift, day off group, or work location.

No other changes will be made to Section 14.10. The parties agree that the new language in Section 14.10 will be effective April 1, 2023.

Please sign on behalf of the Union indicating your agreement and return a copy to my attention. The City appreciates your efforts in concluding these negotiations.

Sincerel

icely J. Policy Mains

Chief Labor Negotiator, City of Chicago

For the Union

2 NORTH LASALLE STREET, SUITE 660, CHICAGO, ILLINOIS 60602

ATTACHMENT 4

Term Sheet for the Collective Bargaining Agreement between the Architectural and Ornamental Ironworkers Union, Local 63 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:
 - <u>Signing Bonus:</u> 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.

- <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.
- <u>Sick Leave:</u> 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:

- <u>Vacations</u>: Employees can carry over 5 vacation days, 7 vacation days if the employee has 10 or more years of service
- <u>Bereavement Leave</u>: Expanded bereavement leave consistent with City policy
- <u>Change in Pay Dates:</u> Move the pay dates for employees to make it consistent for our represented work force.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus:</u> Agreed to Janus language consistent with our obligations under the law, including employer neutrality and providing information.
- <u>Medical Leaves:</u> Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

March 9, 2023

Via email to Paul.wende@iwlocal63.com

Mr. Paul Wende Business Manager/ Financial Secretary Architectural and Ornamental Ironworkers Union Local No. 63 2525 W. Lexington Street Broadview, Il 60155

RE: Architectural and Ornamental Ironworkers Union Local No. 63 Local negotiations

Dear Mr: Wende:

This letter is to confirm the agreements of the City of Chicago (the City) and the Architectural and Ornamental Ironworkers Union Local No. 63 (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated, July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

None

For the Union

Date

For the City

MARCH 28, 2023

ATTACHMENT 5

<u>Term Sheet for the Collective Bargaining Agreement between the International Association of Heat and Frost Insulators and Asbestos Workers, Local No. 17 and the City of Chicago</u>

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:
 - <u>Signing Bonus:</u> 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

• <u>Sick Leave</u>: 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:

- <u>Vacations:</u> 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
- <u>Change in Pay Dates:</u> Move the pay dates for employees to make it consistent for our represented work force.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> 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.
- <u>Medical Leaves:</u> Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

April 11, 2023

Via email to Tomc@local17insulators

Mr. Tom McGrath
Secretary/ Treasurer
Heat and Frost Insulators and Asbestos Workers,
Local No. 17
18520 Spring Creek Drive
Suite U
Tinley Park, Il 60477

RE: SEIU Local 1 Firmen and Oilers Division Local Negotiations

Dear Mr. McGrath:

This is to confirm the agreements of the City of Chicago (the City) and the Heat and Frost Insulators and Asbestos Workers, Local No. 17 (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

NONE

For the Union

For the City

121 NORTH LASALLE STREET, CHICAGO, ILLINOIS 60602

ATTACHMENT 6

Term Sheet for the Collective Bargaining Agreement between the United Order of American Bricklayers and Stone Masons, Local 21 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% |
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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:
 - <u>Signing Bonus</u>: 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.
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 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

• <u>Sick Leave</u>: 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:

- <u>Vacations</u>: Employees can carry over 5 vacation days, 7 vacation days if the employee has 10 or more years of service
- <u>Bereavement Leave</u>: 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.
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- <u>Union Security/Janus:</u> Agreed to Janus language consistent with our obligations under the law, including employer neutrality and providing information.
- <u>Medical Leaves:</u> Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.
- Terms Specific to Bricklayers, Local 21: Agreed to (1) pay double time after 10.5 straight hours of work on a workday, after 8 hours on the 6th workday, and all work on the 7th workday; (2) pay 1.5x for work on the 6th workday; (3) limit acting up to 90 days; (4) provide agreed upon safety equipment; and (5) consider an additional General Foreman position.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

April 11, 2023

Via email: mvolpentesta@bacadcl.org

Mr. Mike Volpentesta
President
United Order of American Bricklayers' and Stone Masons' Union
Local 21
660 N. Industrial Drive
Elmhurst, Il. 60126

RE: United Order of American Bricklayers' and Stone Masons' Union Local 21

Dear Mr. Mike Volpentesta:

This is to confirm the agreements of the City of Chicago (the City) and the United Order of American Bricklayers' and Stone Masons' Union-Local 21 (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

1. Article 5.2 Overtime –

Delete 5.2 language and replace with:

All overtime shall be paid in the next regular paycheck. All work performed in excess of 8 hours (8.5 hours including unpaid lunch) worked in any workday, including work to be performed immediately before or after any scheduled work shift, shall be paid at time and one-half (1 ½) times the regular straight-time rate, except:.

- (a) All work performed in excess of 10 ½ hours worked in any workday, including work required to be performed before or after any scheduled work shift, shall be paid at two (2) times the regular straight-time hourly rate of pay, it being understood that only work scheduled within two and one-half hours immediately before or after a shift, as the case may be, shall be subject to payment of overtime at time and one-half.
- (b) All work performed during the first eight hours of the shift on the sixth day of any workweek shall be paid at one and one-half (1 ½) times the regular straight-time rate of pay except as provided in Section 5.4.
- (c) All hours worked in excess of eight hours on the sixth day of any workweek, shall be paid at two (2) times the regular straight-rate of pay.
- (d) All work performed on the seventh day of any workweek shall be paid at double the straight-time rate of pay.

2. Article 4.6 Out of Grade Pay Amend language:

..... The time limit for acting into a higher-rated job shall not exceed one hundred eighty (180 days, except where a regular incumbent is on leave of absence, in which case the time for acting into such position may not exceed one (1) year and no individual employee can act into that position for ninety (90) days. The time limits shall not be altered due to the conclusion of a calendar year and may be extended by mutual agreement of the parties. No bricklayer shall act up for more than ninety (90) days in a calendar year unless all qualified bricklayers have had the opportunity.

3. Article 14.6 Safety

Where dry cutting machines are used to cut terra cotta, brick or brick tile, cement or cinder blocks, the Employers shall continue the past practice of providing a regulation mask to cover the operator's nose and mouth, and also furnish safety goggles. Where wet cutting machines are used the employer shall furnish a pair of gloves, apron, and, where applicable, a dry elevated platform. The Employer will use its best efforts to transition to equip employees with dry cutting machines with some mechanical, electrical, or suction device, or other engineering control to draw and keep dust at all times from bricklayers. Where electrical cutting machines are used, the Employer will transition to electrical cutting machines that are grounded. Whenever furnished and required by the Employer, the employee shall wear a safety helmet. It is understood that all employees shall be required to comply with these safety provisions.

4. Article 1.1 Recognition

Bricklayers and Sewer Bricklayer will all be converted to Bricklayers Title Code 4403, under the attached job specification. No need to change current contract.

5. The contract will contain a Side Letter stating:

Will Dratte

The City commits to consider establishing an additional Bargaining Unit General Foreman position (Maintenance and Repair) for the North, South and Central Districts of Department of Water Management if, in the Department's opinion it will improve productivity.

For the Union

For the City

ATTACHMENT 7

<u>Term Sheet for the Collective Bargaining Agreement between the International Association of Bridge, Structural and Reinforcing Iron Workers, Local 1 and the City of Chicago</u>

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.

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 - <u>Deferred Compensation</u>: 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

• <u>Sick Leave:</u> 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:

- <u>Vacations</u>: 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
- <u>Change in Pay Dates:</u> Move the pay dates for employees to make it consistent for our represented work force.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus</u>: 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.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

March 3, 2023

Via email to Craig@iwlocal1.com

Mr. Craig Satalic President/ Business Manager Bridge, Structural and Reinforcing Iron Workers Local Union #1 7720 Industrial Drive Forest Park, Il 60130

RE: Bridge, Structural and Reinforcing Iron Workers Local Union #1 Local Negotiations

Dear Mr: Satalic:

This is to confirm the agreements of the City of Chicago (the City) and the Bridge, Structural and Reinforcing Iron Workers Local Union #1 (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

NONE

For the Union

For the City

121 NORTH LASALLE STREET, CHICAGO, ILLINOIS 60602

ATTACHMENT 8

Term Sheet for the Collective Bargaining Agreement between the Mid-American Carpenters Regional Council 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:
 - <u>Signing Bonus</u>: 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

• <u>Sick Leave:</u> 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:

- <u>Vacations</u>: Employees can carry over 5 vacation days, 7 vacation days if the employee has 10 or more years of service
- <u>Bereavement Leave</u>: Expanded bereavement leave consistent with City policy
- <u>Change in Pay Dates:</u> Move the pay dates for employees to make it consistent for our represented work force.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus:</u> Agreed to Janus language consistent with our obligations under the law, including employer neutrality and providing information.
- <u>Medical Leaves:</u> Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.
- <u>Terms Specific to the Carpenters:</u> Agreed to adjust rate calculations for two titles—General Foreman and General Foreman of General Trades.

COLLECTIVE BARGAINING AGREEMENT

Between

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

And

CITY OF CHICAGO

Effective July 1, 20<u>22</u>+7 Through June 30, 202<u>7</u>2

Ratified by City Council on January 17, 2018

Section 4.5 General Foreman of General Trades

Effective July 1, 202419, the General Foreman of General Trades will receive \$1140.00 per hour more than a Carpenter in accordance with Sections 4.1 and 4.2 and as set forth in Appendix A. Effective July 1, 2025, the General Foreman of General Trades will receive \$12.00 per hour more than a Carpenter in accordance with Sections 4.1 and 4.2 and as set forth in Appendix A.

Section 4.6 General Foreman

Effective July 1, 202418, the General Foreman will receive \$5.504.50 per hour more than a Carpenter in accordance with Section 4.1 and 4.2 and as set forth in Appendix A. Effective July 1, 2025, the General Foreman will receive \$6.00 per hour more than a Carpenter in accordance with Section 4.1 and 4.2 and as set forth in Appendix A.

Section 10.5 Disability Leaves

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

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

disability leave shall continue to receive full benefits for any period hershe is on said leave in accordance with current practice.

10.7 Family Medical Leave

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

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

Such leave shall be without pay unless the employee determines to substitute accrued paid leave for which the employee is eligible. During any leave taken under this Article, the employee's health care coverage shall be maintained and paid for by the employer, as if the employee was working and seniority shall accrue. Any employee desiring to take leave under this Section shall provide reasonable advance notice to the employer on a form provided by the employer, which form shall be approved by the Union. Reasonable advance notice shall be no less than ten (10) days; and where advance notice cannot be provided, the employee shall provide notice within 48 hours after the employee is able to do so. Failure to provide

the notice provided for in this Section shall not affect the validity of the leave where the employer has actual notice. Except as may be specifically stated in this Agreement, employees shall take leave provided for as permitted by the provisions of the Family Medical Leave Act, including its rules and regulations. Employees shall have a right to return to their regular assignment and location.

14.10 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 remibursement will increase to \$350.00 per month. Effective February 1, 2008, the maximum reimburgement will increase to \$450,00 per month. Effective February 1, 2009, the maximum reimbursement will increuse to \$550.00 per month. Thereafter, the maximum reimbursement will increase effective each February I 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 14.10.

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MID-AMERICA CARPENTERS
REGIONAL COUNCIL

CITY OF CHICAGO

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ATTACHMENT 9

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:
 - <u>Signing Bonus</u>: 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

• <u>Sick Leave:</u> 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:

- <u>Vacations:</u> 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
- <u>Change in Pay Dates:</u> Move the pay dates for employees to make it consistent for our represented work force.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus:</u> 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.
- <u>Committee on Retiree Health Care:</u> 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, 2022+7 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 is 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 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 tieu 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 bearings 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 many 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 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 3. Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The Department Head or designee shall render a

written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less, or for suspensions of 11 days through 30 days which may be appelled 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 rembursement 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 nutrication by all parties, the maximum rembursement will increase to \$350.00 per month. Effective February 1, 2008, the maximum rembursement will increase to \$450.00 per month. Effective February 1, 2009, the maximum rembursement 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

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ATTACHMENT 10

Term Sheet for the Collective Bargaining Agreement between the Cement Masons Union, Local 502 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:
 - <u>Signing Bonus:</u> 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.

- <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.
- <u>Sick Leave:</u> 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:

- <u>Vacations:</u> Employees can carry over 5 vacation days, 7 vacation days if the employee has 10 or more years of service
- <u>Bereavement Leave:</u> Expanded bereavement leave consistent with City policy
- <u>Change in Pay Dates:</u> Move the pay dates for employees to make it consistent for our represented work force.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus</u>: Agreed to Janus language consistent with our obligations under the law, including employer neutrality and providing information.
- <u>Medical Leaves:</u> Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.
- Overtime: On 6th consecutive workday, employees will be compensated at 1.5x for first 8 hours, and 2x for hours after 8.
- Seasonal Conversions: Effective 1/31/24, will convert seasonal employees to career service employees if they have completed 4160 hours without a seasonal termination or detail to another department.

• <u>Miscellaneous:</u> Agreed to evaluate adding a new title in DWM and use best efforts in CDOT to find work for employees on "down days."



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

March 7, 2023

Via email to Kfarley@cml502.com

Mr. Kevin Farley
President/ Business Manager
Cement Masons' Union
Local No. 502
729 S. 25th Avenue
Bellwood, Il 60104

RE: The Cement Masons' Union Local No. 502 Local negotiations

Dear Mr: Farley:

This letter is to confirm the agreements of the City of Chicago (the City) and the Cement Masons' Union Local No. 502 (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated, July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

Section 5.2 Overtime

All work performed in excess of forty (40) hours per week; or in excess of eight (8) hours worked per day when the employee has forty (40) hours of work or excused absences (excluding Saturday); or on Saturday and Sunday as such when Saturday and Sunday are is not part of the Employee's regular work week; or on the sixth or seventh day consecutive days worked, shall be paid for at two (2) times the regular striaght time hourly rate of pay. Work performed on Saturday or the sixth consecutive day worked when Saturday is not part of the Employee's regular work week shall be paid at time and one-half (1.5) times the regular straight time hourly rate of pay. After 8 hours worked on a Saturday, the employee shall be paid at two (2) times the regular straight time hourly rate. Such overtime shall be computed on the basis of completed fifteen minute segments. 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. All overtime earned under this section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.

The parties further agree to the following Side Letter language which is hereby incorporated into the collective bargaining agreement:

To address the Union's concerns over "down days," the Chicago Department of Transportation management will use its best efforts to find appropriate work to assign Cement Finisher Foremen to perform on what otherwise would be a "down day." Working on a "down day" shall be at the Foreman's option. "Down days," are days, where due to inclement weather, lack of materials, or lack of work, CDOT determines the employees will not work. Employees have the option of receiving pay for a "down day" by utilizing available vacation time.

The Chicago Department of Water Management shall evaluate the need and feasibility of adding a Cement Finisher Foreman to its budget. The Union contends this will be beneficial to the City through reduced costs gained by improved logistics, reduction in material waste and improved worker allocation.

On January 31, 2024, the City shall to convert all active employees who are designated as seasonal employees and who have completed 4160 hours of continuous work without a seasonal termination or detail to another department to Career Service. On January 31 of subsequent years, the City shall convert all active employees who are designated as seasonal employees who have completed 4160 hours of continuous work without a seasonal termination or detail to another department Career Service.

This letter shall be attached to and incorporated into the collective bargaining agreement.

For the Union

3/28/20

For the City

MARCH 28, 2023

121 NORTH LASALLE STREET, CHICAGO, ILLINOIS 60602

ATTACHMENT 11

Term Sheet for the Collective Bargaining Agreement between the International Union of Elevator Constructors, Local No. 2 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:
 - <u>Signing Bonus:</u> 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.

- <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.
- <u>Sick Leave</u>: 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:

- <u>Vacations</u>: Employees can carry over 5 vacation days, 7 vacation days if the employee has 10 or more years of service
- <u>Bereavement Leave:</u> 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.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus:</u> Agreed to Janus language consistent with our obligations under the law, including employer neutrality and providing information.
- <u>Medical Leaves:</u> Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

March 3, 2023

Via email to local2@iuec2.com

Mr. Juan Gonzalez
Business Representative
International Union of Elevator Constructors
Local 2
5860 W. 11th Street
Chicago Ridge, Il 60415

RE: International Union of Elevator Constructors Local 2

Dear Mr: Gonzalez:

This is to confirm the agreements of the City of Chicago (the City) and the International Union of Elevator Constructors Local 2 (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

NONE

For the Union

For the City

121 NORTH LASALLE STREET, CHICAGO, ILLINOIS 60602

ATTACHMENT 12

Term Sheet for the Collective Bargaining Agreement between the Service Employees International Union, Local 1, Firemen and Oilers Division 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:
 - <u>Signing Bonus:</u> 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.

- <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.
- <u>Sick Leave:</u> 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:

- <u>Vacations:</u> Employees can carry over 5 vacation days, 7 vacation days if the employee has 10 or more years of service
- <u>Bereavement Leave</u>: Expanded bereavement leave consistent with City policy
- <u>Change in Pay Dates:</u> Move the pay dates for employees to make it consistent for our represented work force.
- <u>Direct Deposit and Electronic Deposit Advice</u>: Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus:</u> Agreed to Janus language consistent with our obligations under the law, including employer neutrality and providing information.
- <u>Medical Leaves:</u> Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

March 3, 2023

Via email to Perezc@seiul.org

Mr. Carlos Perez
Deputy Director
Service Employees International Union,
Local 1 Firemen and Oilers Division
111 E. Wacker Drive
Chicago, II 60601

RE: SEIU Local 1 Firmen and Oilers Division Local Negotiations

Dear Mr: Perez:

This is to confirm the agreements of the City of Chicago (the City) and Service Employees International Union Local 1 (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition Of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

NONE

For the Union

For the City,

121 NORTH LASALLE STREET, CHICAGO, ILLINOIS 60602

ATTACHMENT 13

<u>Term Sheet for the Collective Bargaining Agreement between the Glaziers, Architectural Metal and Glass Workers, Local No. 27 and the City of Chicago</u>

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:
 - <u>Signing Bonus:</u> 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.
 - <u>Deferred Compensation</u>: 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

• <u>Sick Leave:</u> 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:

- <u>Vacations</u>: Employees can carry over 5 vacation days, 7 vacation days if the employee has 10 or more years of service
- <u>Bereavement Leave</u>: Expanded bereavement leave consistent with City policy
- <u>Change in Pay Dates:</u> Move the pay dates for employees to make it consistent for our represented work force.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus:</u> 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.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

March 24, 2023

Via email to joerinehart@pdc14.com

Mr. Joe Rinehart Business Manager Glaziers Architectural Metal, and Glass Workers Union Local No 27

Painters District Council #14 1456 W. Adams Chicago, Illinois 60607-2897

RE: Glaziers Architectural Metal, and Glass Workers Union Local No 27 Local Negotiations

Dear Mr: Rinehart:

This letter is to confirm the agreements of the City of Chicago (the City) and the: Glaziers Architectural Metal, and Glass Workers Union
Local No 27 Local Negotiations (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated, July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

None

rot the Union

Date

For the City

3/27/2023

ATTACHMENT 14

Term Sheet for the Collective Bargaining Agreement between the International Brotherhood of Electrical Workers, Local Union No. 9 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:
 - <u>Signing Bonus:</u> 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

• <u>Sick Leave</u>: 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:

- <u>Vacations</u>: 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
- <u>Change in Pay Dates:</u> Move the pay dates for employees to make it consistent for our represented work force.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus:</u> 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.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.
- <u>Terms Specific to IBEW, Local 9:</u> Agreed to seniority tie breakers for promotions and provide a uniform allowance for \$100.00.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

March 23, 2023

Via email to maa@ulaw.com

Margaret Angelucci Attorney at Law Asher, Gittler and D'Alba 200 W. Jackson Boulevard Suite 720 Chicago, Il. 60601

RE: International Brotherhood of Electrical Workers
Local Union No 9

Dear Ms. Angelucci:

This letter is to confirm the agreements of the City of Chicago (the City) and the International Brotherhood of Electrical Workers Local Union No 9 (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated, July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

Section 5.7 Promotion

Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which pay higher rates of pay and which are declared vacant by the Employer. The Employer shall select the most qualified applicant, provided that an employee applicant shall have preference over a non-employee applicant, unless the non-employee applicant has demonstrably greater skill and ability to perform the work required.

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.

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 information: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify. Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders.

d. Birthday Rule Tiebreaker: Tie breaker shall be determined by the birth month of the employee. Should the month of birth be the same, the date of birth shall be the tie breaker. Should the birth month and date be the same, the employee birth year will be the tie breaker, with the earliest birth year being the most senior.

| | 2. | Effect | tive July 16, 2022, for promotions to general foreman, the |
|------------|-------------|------------|--|
| followin | g seniority | tie brea | kers shall be utilized: |
| | | a. | Time in Title (SPP) as Foreman: |
| | | b. | Time in bargaining unit; |
| | | c. | City Seniority (continuous employment with the City); and |
| _ | | d, | Birthday Rule |
| | 3. | Effect | ive July 16, 2022, for promotion/transfer to Foremen positions |
| the follo- | wing senior | ity tie b | reakers shall be utilized: |
| | | a . | Time in bargaining unit: |
| | | b. | City Seniority (continuous employment with the City); and |
| | | c. | Birthday Rule |

Section 14.2 Furnishing of Tools, and Equipment and Uniform Allowance

The Employer will continue its past practice of providing certain tools and equipment it has in the past provided, where such tools and equipment remain necessary to perform the job.

The Employer will continue its past practice of providing Fire Communications personnel with a clothing voucher for the purpose of procuring uniform items so long as the department requires uniforms. The voucher will not exceed \$400.

The Employer will provide a \$100 uniform allowance to Fire Communications personnel who are in an active status on August 1, of each year beginning in 2023. Such payments will be made in August. In the event the Police Communications Operators get a uniform allowance, whether by voucher and/or payment in excess of \$500 during the course of this contract, such increase will be provided to the Fire Communications personnel as part of the August payment.

For the Union For the City

3/30/2023 4/4/23

ATTACHMENT 15

<u>Term Sheet for the Collective Bargaining Agreement between the International</u> Brotherhood of Electrical Workers, Local Union No. 134 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:
 - <u>Signing Bonus</u>: 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

• <u>Sick Leave:</u> 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:

- <u>Vacations</u>: 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
- <u>Change in Pay Dates:</u> Move the pay dates for employees to make it consistent for our represented work force.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus</u>: Agreed to Janus language consistent with our obligations under the law, including employer neutrality and providing information.
- <u>Medical Leaves</u>: Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.
- Terms Specific to IBEW, Local 134: Agreed to (1) adjust calculation rates for three titles and add a new title to the bargaining unit; (2) pay 1.5x for all work after 8 hours in a workday, all work performed prior to or after the shift, and the first 8 hours on the 6th work day; (3) pay 2x for work on 6th day after first 8.5 hours and on the 7th day for shift employees; (4) provide a \$200.00 clothing allowance for a few titles; (5) adjust calculation rates for salaried employees to base salary on 2080 hours worked; (6) require newly

hired inspectors to have a license effective 1/1/24; discuss honoring transfers between departments.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

April 28, 2023

Via email to mcleveland@local 134.org

Mr. Matthew J. Cleveland General Counsel IBEW Local 134 2722 S. Dr. Martin Luther King Drive Chicago, Il 60616

RE: International Brotherhood of Electrical Workers Local Union 134

Dear Mr: Cleveland:

This is to confirm the agreements of the City of Chicago (the City) and the International Brotherhood of Electrical Workers Local Union 134 (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

- 1. Article 1, Section 1.1 To include the Chief Electrical Inspector to recognized and represented titles the Union will have to follow the process prescribed by the Labor Board.
- 2. Article 4.5 (c) Foreman and General Foreman:
 The City agrees to increase the Foreman's and General Foreman's rates from \$3 and \$6 respectively. Effective July 1, 2022 the rate will be 7% and 12.8% respectively over the base rate of the Electrical Mechanic. Effective July 1, 2023 the rate will be 8.5% and 13.5% respectively over the base rate of the Electrical Mechanic. Effective July 1, 2024 the rate will be 10% for Foreman and 15% for General Foreman over the base rate of the Electrical Mechanic.

Supervising Electrical Inspector (Supervisor) shall be paid \$2.20 over Electrical Inspector's rate of pay based on 2080 hours worked.

3. Article 4 Section 4.8 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 their his or her regular working hours, they shall be he or she will be granted compensatory time compensated at the appropriate rate as provided for in this Section for all verified time spent responding to the emergency from home, with a minimum of 15 minutes of compensatory time compensation to be-granted in any calendar day on which any such emergency response were require, up to a maximum of two hours of compensatory time compensation in any calendar day. Compensation for the General Foreman shall be in the form of compensatory time. Compensation for the Foreman shall be in the form of pay.

4. Article 5, Section 5.1

Amend as follows:

This Article shall not be a guarantee of hours of work per day or week. Eight (8) hours between 7:00 A.M. and 3:30 P.M. 8:00 a.m. and 4:30 p.m. shall constitute a regular work day, except where other work hours.......

5. Section 5.2 Overtime -

Except as provided below, all work performed prior to the start of the regular shift on a regularly scheduled workday and work week shall be paid for at one and one-half (1-1/2) times the regular straight time rate of pay. All work performed after eight (8) hours worked in any 24 hour period shall be considered overtime and paid for at the rate of one and one half (1-1/2) times the regular straight time rate provided the employee completes the normal work week or is absent with the Employer's permission.

For non-shift employees (traditionally during the day or day shift Monday through Friday), all work performed for the first eight and one half hours, including unpaid lunch, on Saturday up to 3:30 p.m. when Saturday is not part of the employee's work week shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All other overtime work on Saturday after 3:30 p.m. through their regularly scheduled start time on the following work day (i.e. Monday) when this time is not part of the employee's regular work week shall be paid for at two (2) times the regular straight time hourly rate of pay.

For shift employees (other than day shifts Monday through Friday described above), all work performed for the first eight and one half hours (including unpaid lunch) on the first scheduled day off of the shift employee's regular work week (sixth day) shall be paid at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All work performed after the first eight and one half hours (including unpaid lunch) on the first scheduled day off of the shift employees regular work week (sixth day), including work performed on the second scheduled day off (seventh day) through their

regularly scheduled start time on the following work day (i.e. Monday), shall be paid at two (2) times the regular straight time hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. All overtime paid under this section shall be paid to employees not later than the second regular payday following the end of the payroll period in which it is earned.

6. Article 14, Section 14.13 Clothing Allowance (NEW)

Section 14.13. Clothing Allowance. Effective August 1, 2024, bargaining unit employees with Job Codes 5034, 5035, 5036, 5040, 5043 and 5045 shall receive a two hundred dollar (\$200) clothing allowance on an annual basis on or about every August 1st, provided that said employee is on the payroll as of August 1st.

7. Appendix A- Inspectors

To address the concerns on the compensation to inspectors the following is agreed: The City currently bases the Inspector salary on 2040 hours worked. The City will revise this practice and calculate salary based on 2080 hours worked effective 30 days after ratification.

Additionally, the parties agreed that all new Inspectors hired after January 1, 2024 shall be licensed. It is understood that all current and other Inspectors hired before January 1, 2024 will be grandfathered and not subject to the licensing requirement. This agreement shall not be reflected in the collective bargaining agreement but is included as a manifestation of the parties' collective understanding on agreement, which will be part of the minimum requirements for any new bids for inspectors after January 1, 2024.

8. The parties further agree to a side letter or memorandum of understanding that the parties will continue to discuss and explore the concept of honoring transfer requests between departments by seniority.

This hereby represents the Tentative Agreements reach in Local negotiations between IBEW Local 134 and the City of Chicago – all other proposals and counter-proposals not covered by the TA's listed herein shall be deemed withdrawn by the respective party.

May 10, 2023

Date

Max 1 Cll

For the Union

Max 10, 2023

Date

Max 10, 2023

Date

ATTACHMENT 16

Term Sheet for the Collective Bargaining Agreement between the County, Municipal Employees', Supervisors' and Foremen's Union, Local 1001 and the Water Pipe Extension, Bureau of Engineering, Laborers' Local 1092 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:
 - <u>Signing Bonus:</u> 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.

- <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.
- <u>Sick Leave:</u> 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:

• <u>Vacations</u>: Employees can carry over 5 vacation days, 7 vacation days if the employee has 10 or more years of service

- <u>Bereavement Leave</u>: 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.
- <u>Direct Deposit and Electronic Deposit Advice</u>: Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus</u>: Agreed to Janus language consistent with our obligations under the law, including employer neutrality and providing information.
- <u>Medical Leaves:</u> Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.
- Terms Specific to the Laborers, Local 1001 and Local 1092: Agreed to:
 - (1) establish a dispute resolution program to resolve discipline matters;

- (2) establish mandatory continuing training requirements;
- (3) post vacant positions in CDA, AIS, and DSS;
- (4) extend the General Laborer Agreements with DSS and CDA and adjust the break in rates for General Laborers, and the rates for various titles (Sanitation Laborers, Tree Trimmers, Airport Maintenance Foreman, Aviation Laborers, and Sanitation/General Laborers assigned to a one-person refuse/recycling truck);
- (5) extend the memorandum of agreement for Forestry and CDOT seasonal employees;
- (6) provide an increased uniform allowance instead of providing items of apparel and boots;
- ° (7) in DWM, increase the Apprentice Ratio to 4:1 (from 3:1), add two titles to the Budget (Sub Foreman and 2 Supervising Watchman), regrade Safety Specialist, hire 15 more Construction Laborers, and provide secondary bidder rights for the Caulker position subject to Local 130's consent;
- (8) make the layoff procedures for 1001 consistent with 1092;
- (9) when filling vacancies, post the pay range or rate of pay and use bargaining unit seniority as a tie-breaker when filling positions;
- (10) provide the union with written notice of disciplinary action taken; and
- (11) extend the City's telework policy to the Field Payroll Auditors in PSA.



DEPARTMENT OF LAW

March 2, 2023

Mr. Joseph V. Healy Secretary-Treasurer Laborers District Counceil of Chicago & Vicinity 999 McClintock Drive, Suite 300 Burr Ridget, IL 60527 Mr. Bob Chianelli Business Manager LiUANA Local 1001 323 S. Ashland Chicago, IL 60607

RE: Collective Bargaining Negotiations with the City of Chicago and Laborers, Locals 1001 and 1092

Dear Messrs. Healy and Chianelli:

This is to confirm the agreements reached between the City of Chicago (the City) and the Laberers, Locals 1001 and 1092 which are attached. The City, Local 1001 and Local 1092 agree that the new collective bargaining agreement dated July 1, 2022 – June 30, 2027, will comprise changes from the 2017-2022 collective bargaining agreement as reflected in the attached agreements as well as terms agreed to between the City and COUPE, the Coalition of Unionized Public Employees.

If this reflects your agreement, please sign on behalf of the respective union that you represent and return a fully exectued copy to my attention. The City appreciates your efforts in concluding these negotiations.

Porter Herry

Sincerely,

Cicely J. Portor Adams Chief Labor Negotiator

City of Chicago

Attachments

For Laborers, Local 1001

Bor Laborers, Local 1092

2 NORTH LASAULE STREET, SUITE 660, CHICAGO, HAINOIS 69602

CITY OF CHICAGO PROPOSAL

MEMORANDUM OF AGREEMENT

Dispute Resolution Program (Pilot)

The Laborers, Locals 1001 and 1092 and the City of Chicago ("the parlies") parties agree to employ a Dispute Resolution Program ("DRP" or "the Program") on a trial/pilot basis with regard to grievances involving 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 to implement DRP within 30 days of the CBA's ratification. 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 (DSS) 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.

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 sald 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 of 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, employees receive written notice of their disciplinary action after the pre-disciplinary meeting (often referred to as a "hearing"), and after the pre-disciplinary meeting/hearing, they can appeal their disciplinary action. 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 this MOA, the parties will meet and discuss if and/or how DRP can be implemented.

General Laborer/Break-in-Rate Sanitation Laborer - Draft 11.7.1-ADDv6

- 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 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, unless the parties mutually agree to modify the number of positions.

 Upon expiration of the Memorandum of Agreement, the parties will negotiate the staffing number, unless the parties mutually agree to maintain this number. During the life of the

Memorandum of Agreement, should the City need to reduce the staffing number above, the City will notify the union, and, upon the Union's request, meet and negotiate.

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.

Attachment A Break in Rate Sanitation Laborer Conversion

| Hours | | | | | |
|--------------------|----------------|----------|----------|----------|----------------------|
| 2.080.0 4.160 6.24 | 40 8.320 | 10.400 | 12.480 | 14,560 | 16,640 Over |
| 4,160.0 6,241 8,3 | | 12,480 | 14,560 | 16,640 | 18,720 18,720 |
| 4159.9 6239.9 831 | • | 12,479.9 | 14,559.9 | 16,639.9 | 18719.9 |
| 70% 72.5% 75% | 6 77.5% | 80% | 82.5% | 85% | 87.5% 90% |

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.

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.
 - 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 Apprentice 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.
 - d.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.
- 8. 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.
- 9. 8. This MOA contains the entire agreement between the parties.

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

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

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.

Forestry Memorandum of Agreement Draft 2022

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 Understanding-Local 1092 and Department of Water Management

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:

- 1. For the duration of the contract, the Apprentice Ratio will be a 4:1 ratio.
- 2. Change 15 of the planned Apprentice hires to Construction Laborer hires, with minimum requirements for hire of either:
 - a. Completion of DOL Laborer Apprenticeship Program; or
 - b. Successful Completion of DWM Laborer Apprenticeship Program; or
 - At least 2 years' experience as a Construction Laborer or Laborer with the City of Chicago; or
 - d. At least 4 years experience working as a Construction Laborer.
- 3. Add one SubForeman title to the Budget to work with the LSLR program, with the understanding that DWM may assign that sub-foreman where needed, and not just the LSLR program, based on operations.
- 4. Regrade Safety Specialists to Grade 14, effective July 1, 2023.
- 5. Add 2 Supervising Watchman titles to the Budget, with the understanding that the City will need to modify the current job specifications for Supervising Watchman to meet DWM's needs, or create a new title that encompasses DWM needs.
- 6. Bargaining unit members will have secondary bidders rights/preferences for Caulker positions after the Plumbers' bargaining unit members have had an opportunity to bid, subject to Local130s agreement.

MEMORANDUM OF UNDERSTANDING-CDA

| This Memorandum of Understanding ('MOU") is entered into between Laborers' Local 1092 ("Union") |
|---|
| and the City of Chicago ("Employer") The Employer and the Union agree as follows: |

By or before October 16, 2023, the Employer shall post and bid Eight Construction Laborers for O'Hare Airport and two for Midway Airport.

| For Local 1092 | For the City |
|----------------|--------------|
| By: | By: |
| Data | Date: |

ARTICLE 16 TOOLS AND EQUIPMENT

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

Commencing January 1, 1989, the Employer agrees to provide to Sanitation Laborers the following items of apparel:

- One (1) pair steel tood boots or shoes once a year.
- One (1) rain poncho once a year.
- Two (2) pair of gloves each year.
- One (1) safety vest once a year, as needed.

members of the bargaining unit \$100.00 \$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. Upon mutual agreement of the parties, the Employer may institute a commissary for the purchase of steel-toed shoes or boots in lieu of the \$100.00 payment.

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

City of Chicago Counter Proposals/Responses to
Union's Proposals
for Changes in the Collective Bargaining
Agreement
between
the City of Chicago
and
the Laborers, Local 1001 and 1092
January 26, 2023

Section 4.2 Procedure For Department Review of Disciplinary Action Including Suspension

Step 1. Within 5 working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, or in the case of suspensions of 11 or more days which may be appealed to arbitration in lieu of the Police or Personnel Board upon the written request of the Union, the Employer shall conduct a meeting with the union and employee. Discipline shall be administered as soon as possible after the employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the Employer will provide the Union with written notification of the disciplinary action taken, and the employee may request in writing to the department head a review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline to the employee. Said review form shall be printed on the back of or attached to the notice of discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of the employee's receipt of notice of disciplinary action will preclude the employee's right to review.

Section 13.4 Bumping

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

A.

- (1) An Employee subject to layoff shall have first preference to fill a vacancy, which exists at the time of layoff, in an equal or lower-rated bargaining unit classification first within the Employee's department, then in any other department in the bargaining unit, which the Employer has determined to be vacant, provided said Employee has the then-present ability to perform the required work without further training; and, further, provided the rights of Employees under this Article and under Article 15 and/or Section 21.4 have been exhausted in the unit in which the vacancy occurs. In the event that more than one Employee subject to layoff utilizes his/her rights under this paragraph, preference shall be given to the most senior Employee.
- A laid off Employee may displace (bump) the least senior employee, if any, in the most recent equal-rated or lower-rated title or titles the employee to be laid off had held in the Department in the order of the most recent held; or if none,
- (3) The Employee may displace (bump) the least senior employee, if any, in any other equal-rated or lower-rated job title or titles the employee has held for 60 days or more, in the order of the most recent held, in any other Department covered by the bargaining unit; or if none,
- (4) The Employee may displace (bump) the least senior employee in any other title held for 60 days or more, in the order of the most recent held, in any other Laborers bargaining unit. (This provision (4) does not apply to Laborers Local 76).

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

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

In the event that the Employer combines existing departments,

employees transferred into said new or reconstituted departments shall be given a new title code to reflect their respective bargaining units.

- B. A laid off employee shall be entitled to only one bump per layoff.
- C. The Employer's current practice with regard to physical examinations shall continue except as modified by the provisions of the agreed to drug testing policy.

Section 15.2 Filling of Permanent Vacancies

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

D. Posting and Bidding

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

- 1. The Employer will post vacancies electronically on the City of Chicago CAREERS website. A copy of the posting will be provided to the Union at least 72 hours prior to the electronic posting. Said vacancies shall be posted for fourteen (14) days on the CAREERS WEBSITE. The posting shall contain at least the following: job title, qualifications, days off, shift, hours, work location, if known, and the rate of pay or pay range, whichever is applicable. The posting shall also identify the number of positions to be filled. If the number to be filled changes, the Employer shall promptly notify the Union. Prior to the commencement of the selection process, the employer will provide the Union with a list of qualified bidders.
- 2. Employees may bid on jobs the Employer determines to be permanently vacant for promotion or transfer to equal or lower-rated jobs. All applicants shall be considered as one group for selection purposes. Bidders shall not be included on the same list with applicants from a Department of Personnel referral list. Applicants/bidders for vacancies shall meet the minimum qualifications for the job in order to be considered for selection by the Employer
- 3. 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 title seniority) of those bidding for promotion within the Bureau; or if none,
- a.) the most senior employee (based on time in <u>bargaining unit title</u> seniority) of those bidding for promotion within the Department; or if none,
- b.) the most senior employee (based on time in <u>bargaining unit</u> title 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 <u>bargaining unit title</u> seniority) of those bidding for transfer to equal or lower rated jobs.

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

Section 13.3 Layoff Procedure

A. Volunteers

Volunteers for layoff or voluntary reductions in grade in lieu of layoff shall be permitted by the Employer before involuntary layoffs are made. Employees in the same classifications and departments in which layoffs are contemplated or scheduled shall be notified by posting concurrent with the actual notice under this Article. The Union may actively participate in the informing process and shall be allowed to hold meetings at the beginning or end of the shift on work time and locations up to a maximum of 20 minutes for this purpose. Employees who volunteer shall do so in writing no later than 7 days after the volunteers are requested. If the layoff is canceled volunteer notices are void.

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

B. 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.

(Local 1001 only:) 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 service in the job title (time-in-title). 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 lottery.

(Local 1092 only:) 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.

- 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 The City agrees that the staffing number of Full Rate Laborer Aviation (T.C. 9533) will be no less than (425) four hundred and twenty-five sixty (60) positions, unless the parties mutually agree to modify the number of 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.

Attachment A

Break in Rate Laborer Aviation Conversion

| Hours 2.080.0 4,160 | 6.240 | 8.320 | 10.400 | 12,480 | 14,560 | 16,640 Over |
|------------------------|--------|----------|--------------------|----------|------------------|----------------------|
| 4,160.0 6,241 | • | | 12, 480 | 14,560 | 16,640 | 18,720 18,720 |
| 4159.9 6239.9 | 8319.9 | 10,399.9 | 12,479.9 | 14,559.9 | <u> 16,639.9</u> | 18719.9 |
| 70% 72 5% | 75% | 77 5% | 80% | 82.5% | 85% | 87.5% 90% |

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.

DRAFT - GENERAL LABORER AGREEMENT - DRAFT

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.
- 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 Apprentice 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.
- d. 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 scasonal, 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.
- 8. 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.
- 9. 8. This MOA contains the entire agreement between the parties.

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

Laborer Aviation (full rate) T.C. 9533 - \$43.79

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

Airport Maintenance Foreman T.C. 7005 - \$48.30

Laborer Aviation T.C. 9533 - \$43.79

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.

City's Response to 1001's proposal: CDOT Employees/Break-in-Rate - Draft 2022

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.

Upon ratification of this agreement the Employer will place all active Seasonal Employees in the title of (9534) Laborer Transportation, (9464) Asphalt Laborer, (9539) Concrete Laborer, who have worked over 4,160 hours of continual and consecutive service without being laid offed seasonally terminated, or seasonally detailed between departments, into probationary career service positions, 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

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 it in the development of such program. Any disciplinary matter involving a seasonal employee cannot be advanced to arbitration. - Any disoiplinary 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.

Section 11.7.2 Promotion - One Man Truck Pay

agreement, the Employer will declare newly-created vacancies for Sanitation Laborer (TC 6324) positions, to replace all current Hand Laborer (TC 6322) positions performing work which the Employer determines is needed on a regular, year-round basis. These positions will be offered first to persons who are currently employed in the Hand Laborer job classification, in order of seniority. Seasonal terminations of Hand Laborers will not begin until the end of the 2008 season. In addition, all current incumbent Hand Laborers who are still employed by the City as Hand Laborers as of October 31, 2008 will be offered Sanitation Laborer positions effective November 1, 2008.

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

In the event-that only one full-rate Sanitation Laborer or General Laborer is assigned to a refuse, recycling or compost truck, that Sanitation Laborer/General Laborer will be paid a premium of an additional \$3.25 per hour above his or her regular base rate of pay for all hours worked as the only-Sanitation Laborer/General-Laborer on the-truck. Effective January 1, -2021, such-premium will be increased to \$3.50 per hour. Effective January 1, 2024, such premium will be increased to \$3.75 per hour. 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 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. the greater of 8.5% (9% effective July 1, 2008) over that Sanitation Laborer's regular hourly rate, or the differential between that Sanitation Laborer's regular hourly rate, and the regular full Sanitation Laborer hourly rate.

MEMORANDUM OF UNDERSTANDING-AIS

| This Memorandum of Understanding ("MOU") is entered into between Laborers' Local 1092 ("Union") |
|---|
| and the City of Chicago ("Employer") The Employer and the Union agree as follows: |

By or before October 16, 2023, the Employer shall post and bid three Laborers in Facilities and one in

| For Local 1092 | For the City | For the City | | |
|----------------|--------------|--------------|--|--|
| Ву: | Ву: | | | |
| Date: | Date: | | | |

MEMORANDUM OF UNDERSTANDING

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.

[NEW] Section 19.3 Continuing Training Requirements

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

Each employee subject to this section shall provide to their Department a certificate of completion issued by the entity that conducted the Continuing Training course, to be submitted no later than January 1, 2027. Employees who do not comply will be given a six month grace period to complete the training. If the certificate of completion is not submitted by June 30, 2027, the Union and the City agree that the employee will receive a 10-day disciplinary suspension. Such suspension will not be appealed or 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, employee will be placed on unpaid leave until they are in compliance with this Section. Employees on approved leave as of June 30, 2027 shall have one year from their return to submit a certificate of completion or will be placed on unpaid leave until they are in compliance. The parties agree to continue discussions on how to best monitor employees' compliance with the terms of this Section.

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

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

Nothing in this section impacts or modifies the training that new employees receive prior to starting their regular assignment, for example, the training new laborers in DSS receive

prior to receiving their regular assignment. Such training is not covered by this section or subject to the provisions herein.

ATTACHMENT 17

<u>Term Sheet for the Collective Bargaining Agreement between the International Association</u> of Machinist and Aerospace Workers, Local No. 126 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:
 - <u>Signing Bonus:</u> 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

• <u>Sick Leave:</u> 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:

- <u>Vacations</u>: Employees can carry over 5 vacation days, 7 vacation days if the employee has 10 or more years of service
- <u>Bereavement Leave</u>: Expanded bereavement leave consistent with City policy
- <u>Change in Pay Dates:</u> Move the pay dates for employees to make it consistent for our represented work force.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus:</u> 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.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.
- Terms Specific to the Machinist, Local 126: Agreed to: (1) pay employees 1.5x for all hours worked after 8 hours and the first 8 hours worked on the 6th workday; (2) pay employee 2x for all hours worked after 8 on the 6th consecutive work day, on the 7th consecutive work day, or on Monday or the 8th consecutive workday; (3) provide an allowance for purchase and cleaning uniforms (\$200) and access to required protective footwear; (4) establish a labor management

committee; and (5) a side letter establishing meetings to discuss hiring and staffing.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

March 23, 2023

Via email to ryan kelly@iamdistrict8.org

Mr. Ryan Kelly
Business Representative
International Association of Machinists and Aerospace Workers
Local 126/ District 8
16 W 361 Frontage Road
Suite 127
Burr Ridge, Il. 60527

RE: International Association of Machinists and Aerospace Workers Local 126/ District 8

Dear Mr. Kelly:

This letter is to confirm the agreements of the City of Chicago (the City) and the International Association of Machinists and Aerospace Workers Local 126/ District 8 (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated, July 1, 2017 through June 30, 2022. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement, attached hereto:

- 1. Revisions to Section 5.2 Overtime
- 2. Revisions to Section 14.8 Filling of Permanent Vacancies
- 3. New Section 14.14 Uniforms
- 4. New Section 14.15 Labor-Management Committee Meetings
- 5. New Side Letter Agreement concerning staffing in Departments of Transporation and Water Management

For the Union

4/17/23

Date

For the City

APRIL 11, 2023

Tentative Agreement

Section 5.2 Overtime

All work performed after eight (8) hours worked in any 24 hour period; or for the first eight (8) hours worked on Saturday as such when Saturday is not part of the employee's regular work week, or for the first eight (8) hours worked on the sixth consecutive day worked, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay, provided the employee completes the normal work week or is absent with the Employer's permission. All work performed on Saturday after the first eight (8) hours worked when Saturday is not part of the employee's regular work week, or on the sixth consecutive day worked after the first eight (8) hours worked, or on Sunday as such when Sunday is not part of the employee's regular work week, or on the seventh consecutive day worked, or on Monday or the eighth consecutive day worked when an employee works Sunday or a seventh consecutive day and the hours of work continue into the following work day, shall be paid for at two (2) times the regular straight time hourly rate of pay, provided the employee completes the normal work week or is absent with the Employer's permission. Such overtime shall be computed on the basis of completed fifteen minute segments. 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. All overtime shall be paid in the next regular paycheck. All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.

Tentatively Agreed to by:

For City of Chicago:

Authorized Rypresentative of the

City of Chicago

For IAM Local 126:

Authorized Representative of the

Tentative Agreement

Section 14.8 Filling of Permanent Vacancies

[Add New Language]

Notwithstanding anything in this Agreement to the contrary, and unless otherwise mutually agreed by the parties, the Employer and Union shall continue their current "white card form" practice in the Department of Assets, Information and Services for requests for, and selection of, shift and location changes, except that the parties may develop and utilize an electronically based process for requests, tracking, and notifications. The Employer and Union may extend the "white card form" practice to other Departments by mutual agreement.

Tentatively Agreed to by:

For City of Chicago:

Authorized Representative of the

City of Chicago

For IAM Local 126:

Authorized Representative of the

Article 14 Miscellaneous

[NEW] Section 14.14 Uniforms

Beginning 60 days after ratification of the contract in 2023 and each following August beginning in 2024, the Employer shall pay each employee a \$200.00 annual allowance for the purchase and cleaning of appropriate work clothing.

Employees that are required by the Employer to wear protective shoes/ boots, such shoes/ boots shall be provided annually by the "boot truck." In the event the employer discontinues the "boot truck", or if the "boot truck "is otherwise not made available to employees in a particular department, the Employer shall reimburse up to \$200 upon proof of purchase annually.

Tentatively Agreed to by:

For City of Chicago:

Authorized Representative of the

City of Chicago

For IAM Local 126:

Authorized Representative of the

[NEW] Section 14.[TBD] Labor-Management Committee Meetings

For the purpose of maintaining communications between the parties, and to discuss any relevant subjects of mutual concern, but excluding specific grievances, proposed changes to the Agreement, and specific matters covered by a different committee process, the parties will hold Labor Management Committee meetings on a quarterly basis. The Committee will consist of appropriate representatives of the Union, and appropriate representatives of the Employer, including representatives from the Department of Human Resources, the Law Department, the Office of Budget and Management, relevant operating departments, and other appropriate representatives, as needed.

Tentatively Agreed to by

For City of Chicago:

Mrsh Mich Authorized Representative of the

City of Chicago

For IAM Local 126:

Authorized Representative of the

Side Letter Agreement

This Side Letter Agreement is made and entered into by and between the City of Chicago (the "City" or the "Employer") and International Association of Machinists and Aerospace Workers, Local No. 126 (the "Union"). This Side Letter Agreement shall be enforceable through the grievance and arbitration provisions of the collective bargaining agreement between the City and the Union. The parties agree as follows:

The Employer has posted and bid four Machinist positions in the Department of Water Management, and the Employer will use best efforts to fill such positions in 2023.

The Employer has posted and bid three Machinist positions in the Department of Transportation, Bureau of Bridges, Viaducts, and Waterways, and the Employer will use best efforts to fill such positions in 2023.

Within 60 days of the ratification of the collective bargaining agreement between the parties in 2023, appropriate representatives of the parties will meet to discuss the staffing and manning needs in the Department of Transportation, Bureau of Bridges, Viaducts, and Waterways and in the Department of Water Management. Topics for discussion shall include, but not be limited to, the potential for posting and filling additional positions and adding additional positions to the budget. Appropriate representatives from the Employer must include, but need not be limited to, representatives from the Department of Human Resources, the Law Department, the Office of Budget and Management, and the relevant operating departments.

Tentatively Agreed to by:

For City of Chicago:

Authorized Representative of the

City of Chicago

For IAM Local 126:

Authorized Representative of the

ATTACHMENT 18

Term Sheet for the Collective Bargaining Agreement between the International Organization of Masters, Mates and Pilots—Great Lakes & Rivers Maritime Region 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:
 - <u>Signing Bonus:</u> 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.

- <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.
- <u>Sick Leave:</u> 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:

- <u>Vacations</u>: Employees can carry over 5 vacation days, 7 vacation days if the employee has 10 or more years of service
- <u>Bereavement Leave:</u> Expanded bereavement leave consistent with City policy
- <u>Change in Pay Dates:</u> Move the pay dates for employees to make it consistent for our represented work force.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus</u>: Agreed to Janus language consistent with our obligations under the law, including employer neutrality and providing information.
- <u>Medical Leaves:</u> Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

March 16, 2023

Via email to tbell@bridgedeck.org

Mr. Thomas Bell Vice President International Organization of Masters, Mates, and Pilots-Great Lakes and River Maritime Region 1322 Old River Road 3rd Floor Cleveland, Ohio 44113-1228

RE: International Organization of Masters, Mates, and Pilots-Great Lakes and River Maritime Region- Local Negotiations

Dear Mr: Bell:

This letter is to confirm the agreements of the City of Chicago (the City) and the International Organization of Masters, Mates, and Pilots-Great Lakes and River Maritime Region (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated, July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

None

For the Union D. Marius
President

Date

For the City

4/23/23

ATTACHMENT 19

Term Sheet for the Collective Bargaining Agreement between the International Union of Operating Engineers, Local 150—Bridge Operators 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:
 - <u>Signing Bonus</u>: 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

• <u>Sick Leave:</u> 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:

- <u>Vacations</u>: 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
- <u>Change in Pay Dates:</u> Move the pay dates for employees to make it consistent for our represented work force.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus:</u> 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.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

March 2, 2023

Mr. Marty Durkan
Business Representative
International Union of Operating Engineers
Local 150- Bridge Operators
6200 Joliet Rd.
Countryside, IL 60525

RE: IUOE Local 150- Bridge Operators Local Negotiations

Dear Mr: Durkan:

This is to confirm the agreements of the City of Chicago (the City) and the International Union of Operating Engineers Local 150 (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

NONE

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ATTACHMENT 20

Term Sheet for the Collective Bargaining Agreement between the International Union of Operating Engineers, Local 150—Deck Hands 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:
 - <u>Signing Bonus:</u> 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

• <u>Sick Leave:</u> 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:

- <u>Vacations:</u> 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.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies</u>: Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus</u>: 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.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

March 2, 2023

Mr. Marty Durkan
Business Representative
International Union of Operating Engineers
Local 150- Deck Hands
6200 Joliet Rd.
Countryside, IL 60525

RE: IUOE Local 150- Deck Hands Local Negotiations

Dear Mr: Durkan:

This is to confirm the agreements of the City of Chicago (the City) and the International Union of Operating Engineers Local 150 (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

NONE

For the Cit

ATTACHMENT 21

Term Sheet for the Collective Bargaining Agreement between the International Union of Operating Engineers, Local 150—Heavy Equipment 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:
 - <u>Signing Bonus:</u> 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.
 - <u>Deferred Compensation</u>: 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

• <u>Sick Leave</u>: 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:

- <u>Vacations:</u> Employees can carry over 5 vacation days, 7 vacation days if the employee has 10 or more years of service
- <u>Bereavement Leave</u>: Expanded bereavement leave consistent with City policy
- <u>Change in Pay Dates:</u> Move the pay dates for employees to make it consistent for our represented work force.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus:</u> Agreed to Janus language consistent with our obligations under the law, including employer neutrality and providing information.
- <u>Medical Leaves:</u> Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.
- Terms Specific to Operating Engineers, Local 150 (Heavy Equipment): Agreed to add a new title to the bargaining unit and allow up to four (4) employees to request leave to serve as a labor representative with reasonable advance, written notice.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

March 2, 2023

Mr. Marty Durkan
Business Representative
International Union of Operating Engineers
Local 150
6200 Joliet Rd.
Countryside, IL 60525

RE: IUOE Local 150 Local Negotiations

Dear Mr: Durkan:

This is to confirm the agreements of the City of Chicago (the City) and the International Union of Operating Engineers Local 150 (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

- 1. The City and the Union will add the Title Foreman of Hoisting Engineer/ Mechanic Title Code 7634 to the recognition clause of the CBA. The Union will petition the Labor Board for inclusion and the City will join in the petition.
- 2. 10.8 shall be amended:

"The Employer shall grant request for leaves of absence for up to **four (4)** employees for the purpose of service as a Labor representative or Officer with the International, State, District Council or Local Organization for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the Employer. Elected Officers/ **Officials** of the Union will be excused without pay or discipline for attendance at required meetings of the Union, provided reasonable notice is provided to the Employer. While on such leave the to-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.

The remainder of the Section shall remain unchanged.

For the Union

For the City

ATTACHMENT 22

<u>Term Sheet for the Collective Bargaining Agreement between the Painters' District</u> Council No. 14 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:
 - <u>Signing Bonus:</u> 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

• <u>Sick Leave:</u> 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:

- <u>Vacations</u>: Employees can carry over 5 vacation days, 7 vacation days if the employee has 10 or more years of service
- <u>Bereavement Leave</u>: 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.
- <u>Direct Deposit and Electronic Deposit Advice</u>: Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus</u>: 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.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.
- <u>Terms Specific to the Painters, No. 14:</u> Agreed to convert the 10 most senior seasonal employees to career service effective 60 days after ratification.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

March 16, 2023

Via email to jtoomey100@hotmail.com

Mr. John Toomey Attorney at Paw Arnold and Kadjan. LLP 35 E. Wacker Drive Suite 600 Chicago, Il. 60601

RE: Painter District Council No. 14

Dear Mr: Toomey:

This letter is to confirm the agreements of the City of Chicago (the City) and the Painter District Council No. 14 (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated, July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

Attached Side Letter

cor the Union

Date

For the City/

Merch 16, 2023

SIDE LETTER AGREEMENT TO THE PAINTERS DISTRICT COUNCIL NO. 14 AND

CITY OF CHICAGO LOCAL BARGAINING AGREEMENT

Now come the City of Chicago and Painters District Council No. 14, having met in local negotiations on February 16, 2023 for the July 1, 2022 through June 30, 2027 collective bargaining agreement, through their respective counsels, have agreed to the following to be effective sixty (60) days after contract ratification.

The ten (10) City of Chicago Painter employees who are presently classified as seasonal employees in the Departments of Transportation and/or Water Management and who possess the highest seniority, shall become and be reclassified to career service painter employees with all rights and entitlements attendant thereto, while retaining their original hire and seniority dates, and credited years of service for all purposes. These employees shall continue to be detailed as needed in the winter months.

In addition, the City of Chicago, at its discretion, may reclassify to career service painter employees with all rights and entitlements attendant thereto, while retaining their original hire and seniority dates, and credited years of service for all purposes, the three (3) seasonal employees in the Departments of Transportation and/or Water Management who have the highest seniority levels immediately below those of the employees referred to in the above paragraph. These employees shall also continue to be detailed as needed in the winter months.

FOR CITY OF CHICAGO

the City of Chicago

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Bv:

Idear Pinel

Business Manager/Secretary-Treasurer

FOR PAINTERS DISTRICT COUNCIL NO. 14

1

ATTACHMENT 23

<u>Term Sheet for the Collective Bargaining Agreement between the Pipe Fitters' Association,</u> <u>Local Union 597 and the City of Chicago</u>

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:
 - <u>Signing Bonus</u>: 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

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

4. Other Terms:

- <u>Vacations</u>: Employees can carry over 5 vacation days, 7 vacation days if the employee has 10 or more years of service
- <u>Bereavement Leave</u>: 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.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus:</u> Agreed to Janus language consistent with our obligations under the law, including employer neutrality and providing information.
- <u>Medical Leaves:</u> Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

March 13, 2023

Via email to hmailey@pf597.org

Mr. Harrison Mailey Business Agent Pipe Fitters' Local Union No.597 45 N. Ogden Chicago, Il 60607

RE: Pipe Fitters'
Local Union No.597

Dear Mr. Mailey:

This is to confirm the agreements of the City of Chicago (the City) and the Pipe Fitters' Local Union No.597 (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

NONE

For the Union,

Date

For the City

3/29/23

Date

121 NORTH LASALLE STREET, CHICAGO, ILLINOIS 60602

<u>Term Sheet for the Collective Bargaining Agreement between the Chicago Journeymen</u> Plumbers, Local Union 130 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.

- 3. Other Economic Terms: Set forth in the attached, signed tentative agreements and includes:
 - <u>Signing Bonus:</u> 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

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

4. Other Terms:

- <u>Vacations</u>: 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.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies</u>: Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus:</u> 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.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.
- Terms Specific to Plumbers, Local 130: Agreed to (1) adjust calculation for salaried employees to base salary on 2060 and 2080 hours worked, effective July 1, 2023 and July 1, 2024, respectively; (2) pay 2.5x when working on a holiday; and (3) permit retreat rights for successful bidders and Caulkers who do not obtain their license.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

April 4, 2023

Email: jfcoyne@ualocal130.org Email: ghose@gregoriolaw.com

Mr. James F. Coyne Business Representative Chicago Jouneyman Plumbers' Local Union 130, U.A. 1340 W. Washington Chicago. Il. 60607-1988

RE: Chicago Jouneyman Plumbers' Local Union 130, U.A. Local Negotiations

Dear Mr: Coyne:

This is to confirm the agreements of the City of Chicago (the City) and the : Chicago Jouneyman Plumbers' Local Union 130, U.A. (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

Section 4.7 Pay for Salaried Employees

Salaried employees in the titles Plumbing Inspector, House Drain Inspector, Supervising House Drain Inspector, Plumbing Inspector In-Charge, Assistant Chief Plumbing Inspector and Chief Plumbing Inspector shall have their salary calculated based on 2060 hours of work effective July 1, 2023. Effective July 1, 2024, their salary will be based on 2080 hours worked, in accordance with the system used to calculate pay for Assistant District Superintendent.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1 they shall be paid at the rate of two **and one half (2.5)** times (which includes holiday pay) their normal hourly rate for all hours worked.

Section 17.6 (h)

A successful bidder who accepts a promotion into a new job classification may voluntarily elect to return to that employee's previous job classification at any point during the first 60 days following the promotion. The employee making such an election shall notify the Commissioner of the Department in which they are employed and Local 130 in writing of the election. The parties shall meet regarding the election. The City of Chicago shall fill the now vacated position using the same candidate list used to select the employee making the election. The employee making the election shall return to their prior job classification upon the filling of the higher classification, which shall take place within 30 days of election.

Section 14.12

Any Caulker hired on or after July 1, 2022, who fails to obtain their City of Chicago or State of Illinois License within five (5) years of employment shall be returned to their prior job classification within the City of Chicago.

For the Union For the City

City of Chicago / Plumbers Local 130, UA Side Letter #2

This Side Letter is entered into this the 177 day of MR., 2023, between the City of Chicago and Plumbers Local 130, UA ("Local 130" and, collectively with the City of Chicago, referred to as "the Parties"). The Parties agree to amend the terms of the July 1, 2022 through June 30, 2027 Collective Bargaining Agreement only as provided herein.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1 he/she shall be paid at the rate of two and one half (2.5) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

Dated: 17 MARCH 2023

| Plumbers Local 130, UA | City of Chicago |
|------------------------|-------------------------------------|
| By: Cames 7. Come | By: Drell 1 Orul |
| Title BusiNess MANAger | Title: DIRECTOR or LABOR Relation!) |
| Date: APNIL 19, 2023 | Date: 17 MARCH 2823 |

City of Chicago / Plumbers Local 130, UA Side Letter #3

This Side Letter is entered into this the 17'day of 2023, between the City of Chicago

and Plumbers Local 130, UA ("Local 130" and, collectively with the City of Chicago, referred to

as "the Parties"). The Parties agree to amend the terms of the July 1, 2022 through June 30, 2027

Collective Bargaining Agreement to add the following to Section 17.6(h) only.

A successful bidder who accepts a promotion into a new job classification may voluntarily

elect to return to that employee's previous job classification at any point during the first 60 days

following the promotion. The employee making such an election shall notify the Commissioner of

the Department in which they are employed and Local 130 in writing of the election. The Parties

shall meet regarding the election. The City of Chicago shall fill the higher classification using the

same candidate list used to select the employee making the election. The employee making the

election shall return to their prior job classification upon the filling of the higher classification, which

shall take place within 30 days of the election.

Dated: 17 MAR 2023

Plumbers Local 130, UA

City of Chicago

Title: DIRECTOR OF LABOR Religions

1

City of Chicago / Plumbers Local 130, UA Side Letter #5

This Side Letter is entered into this the 17" day of 141, 2023, between the City of Chicago and Plumbers Local 130, UA ("Local 130" and, collectively with the City of Chicago, referred to as "the Parties"). The Parties agree to amend the terms of the July 1, 2022 through June 30, 2027 Collective Bargaining Agreement only as provided herein.

Any Caulker hired on or after July 1, 2022 who fails to obtain their City of Chicago or State of Illinois Plumbing License within five (5) years of employment as a Caulker shall be returned to their prior job classification with the City of Chicago.

Dated: 17 MAR 2023

Plumbers Local 130, UA

By: Gomes 7. Coyne Title: Business Manager Date: April 19, 2023

City of Chicago

By: Donal of Drest

Title: DIRECTOR OF LABIR RELATIONS

Date: 17 MARCH 2023

<u>Term Sheet for the Collective Bargaining Agreement between the Public Service</u> <u>Employees Union, Local 73, SEIU (Custodians) and the City of Chicago</u>

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.

- 3. Other Economic Terms: Set forth in the attached, signed tentative agreements and includes:
 - <u>Signing Bonus:</u> 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

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

4. Other Terms:

- <u>Vacations:</u> Employees can carry over 5 vacation days, 7 vacation days if the employee has 10 or more years of service
- <u>Bereavement Leave</u>: 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.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus</u>: 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.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.
- <u>Terms Specific to Local 73--Custodians:</u> Agreed to adjust the base wage rate for two positions (Station Laborer and Foremen of Station Laborer) by making them salaried employees.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

March 17, 2023

Via email to jhoward@seiu73.org

Mr. Jeff Howard Executive Vice President Public Service Employees Local 73, SEIU 300 South Ashland Chicago, Il 60607

RE: Public Service Employees Local 73, SEIU

Dear Mr. Howard:

This letter is to confirm the agreements of the City of Chicago (the City) and the Public Service Employees Local 73, SEIU (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated, July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to betweeen the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

The City will continue to base prevailing wage compensation on the BOMA rate. Station Laborer and Foreman of Station Laborer shall receive the COUPE negotiated percentage increases.

Section 4.11. Station Laborer Longevity

All employees within the station laborer job classification, upon their 25th year of employment, shall receive an aditional \$1.00 (one dollar) per hour increase. Upon receiving this longevity increase, employees will also convert to an hourly basis and receive benefit time and wages as established for other hourly:

Employees in the Station Laborer job classification who were being paid on an hourly basis on July 1, 2022, shall continue to receive an additional \$1.00 (one dollar) per hour and be paid on a salary basis and receive benefit time and wages as established for salaried employees.

Mrell / Orch For the City (4-23-23

121 NORTH LASALLE STREET, CHICAGO, ILLINOIS 60602

<u>Term Sheet for the Collective Bargaining Agreement between the Window Cleaners Union,</u> <u>Service Employees International Union, Local 73 and the City of Chicago</u>

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.

- 3. Other Economic Terms: Set forth in the attached, signed tentative agreements and includes:
 - <u>Signing Bonus</u>: 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

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

4. Other Terms:

- <u>Vacations</u>: 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.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus:</u> Agreed to Janus language consistent with our obligations under the law, including employer neutrality and providing information.
- <u>Medical Leaves:</u> Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.
- <u>Terms Specific to SEIU—Window Cleaners:</u> Agreed to expand bidding rights to vacant positions in another SEIU bargaining unit (Custodians).



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

March 29, 2023

Via email to jhoward@seiu73.org

Mr. Jeff Howard Executive Vice President Window Cleaners Union Local 73, SEIU 300 South Ashland Chicago, Il 60607

RE: Window Cleaners Union Local 73, SEIU

Dear Mr. Howard:

This letter is to confirm the agreements of the City of Chicago (the City) and the Window Cleaners Union Local 73, SEIU (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated, July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to betweeen the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

The City will continue to base compensation on the BOMA rate.

14.9 Filling Vacancies

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.

Qualified employees shall be given an equal opportunity with other applicants to bid on jobs for promotion or transfer and which are eclared vacant by the Employer. Window Washers and Foreman of Window Washers covered by this collective bargain agreement shall be eligible to bid for positions within for positions represented by Bargaining Unit 45, Public Service Employees Union, Local 73.

The remainder of Section 14.9 shall remain unchanged.

#\Pull 1 Phul
For the City

4/23/23

121 NORTH LASALLE STREET, CHICAGO, ILLINOIS 60602

<u>Term Sheet for the Collective Bargaining Agreement between the International Association of Sheet Metal, Air, Rail and Transportation Workers, Local Union 73 and the City of Chicago</u>

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.

- 3. Other Economic Terms: Set forth in the attached, signed tentative agreements and includes:
 - <u>Signing Bonus</u>: 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.

- <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.
- <u>Sick Leave:</u> Effective 30 days after ratification, prevailing wage rate employees can accrue sick time (1/2 day/month)

4. Other Terms:

- <u>Vacations:</u> 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
- <u>Change in Pay Dates:</u> Move the pay dates for employees to make it consistent for our represented work force.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus:</u> 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.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.
- <u>Terms Specific to Sheet Metal Workers, Local 73:</u> Established the rate of pay for Journeyman Sign Hangers and provided employees with access to required protective safety footwear.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

March 3, 2023

Sent via email: suggs@smw73.org

Mr. Raymond Suggs President/ Business Manager International Association of Sheet Metal Workers Local 73 4550 Roosevelt Road Hillside, II. 60162-2053

RE: Sheet Metal Workers- Local Negotiations

Dear Mr: Suggs:

This is to confirm the agreements of the City of Chicago (the City) and the International Association of Sheet Metal Workers Local 73 (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

SIDE LETTER PAY RATE FOR SIGN HANGERS

This Side Letter is entered into by the City of Chicago ("City") and the International Association of Sheet Metal, Air, Rail and Transportation Workers Local No. 73("Union"). This Side Letter clarifies the terms of the Collective Bargaining Agreement entered into by the above parties, the term of which is July 1, 2022, through June 30, 2027.

This Side Letter is intended to provide for the pay rates of Journeyman Sign Hangers with Title Code 8263 in the employ of the City.

The Parties have agreed that the following pay rates shall apply to Journeyman Sign Hangers with title code 8263 in the employ of the City of Chicago;

- 1. Effective July 1, 2022, the rate of pay for a Journeyman Sign Hanger shall be 78% of the Local 73 Journeyman pay rate of \$49.10 /hr. The Sign Hanger rate of pay shall therefore be \$38.30 /hr.
- 2. Effective July 1, 2023, the rate of pay for a Journeyman Sign Hanger shall be 78% of the Local 73 Journeyman pay rate that is in effect as of that date.
- 3. Effective July 1, 2024, the rate of pay for a Journeyman Sign Hanger shall be 80% of the Local 73 Journeyman pay rate that is in effect as of that date.

- 4. Effective July 1, 2025, the rate of pay for a Journeyman Sign Hanger shall be 80% of the Local 73 Journeyman pay rate that is in effect as of that date.
- 5. Effective July 1, 2026, the rate of pay for a Journeyman Sign Hanger shall be 80% of the Local 73 Journeyman pay rate that is in effect as of that date.

The Parties have agreed that the following language regarding the provision of required footwear shall apply to all employees in the bargaining unit and shall be incorporated in the collective bargaining agreement.

Section 14.11 Boot Truck

Employees that are required to wear protective safety shoes/ boots by the Employer, such boots/shoes shall be provided annually by the "boot truck." In the event the Employer discontinues the boot truck the Employer shall reimburse up to \$200 upon proof of purchase annually.

04/11/2023

For the City

Date

Term Sheet for the Collective Bargaining Agreement between the Sign and Pictorial Painters Union, Local 830 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.

- 3. Other Economic Terms: Set forth in the attached, signed tentative agreements and includes:
 - <u>Signing Bonus:</u> 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.

- <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.
- <u>Sick Leave</u>: Effective 30 days after ratification, prevailing wage rate employees can accrue sick time (1/2 day/month)

4. Other Terms:

- <u>Vacations</u>: 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.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus</u>: 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.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.
- Terms Specific to the Sign and Pictorial Painters Union (Overtime): Employees will be paid 2x when working on their seventh consecutive workday.



DEPARTMENT OF LAW CITY OF CHICAGO

VIA ELECTRONIC MAIL: local830@gmail.com

March 9, 2023

Mr. Ken Kazaitis
Field Representative
Sign and Pictorial Painters Union
Local 830

RE: Sign and Pictorial Painters Union, Local 830, Local Negotiations

Dear Mr: Kazaitis:

This is to confirm the agreements of the City of Chicago (the City) and the Sign and Pictorial Painters Union, Local 830 (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

Section 5.2—Overtime will be amended as follows:

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day where the employee has 40 hours of work or excused absences; or on Saturday as such, when Saturday is not part of the employee's regular work week; or on the sixth consecutive day worked, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular work week; or the seventh consecutive day worked, shall be paid for at one and one half (1-1/2) two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen-minute segments. 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. All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.

The remainder of Section 5.2 remains unchanged.

Please sign on behalf of the Union indicating your agreement and return a copy to my attention. The City appreciates your efforts in concluding these negotiations.

orly Adein

Singerely,

Cicely J. Porter Adams Chief Labor Negotiator

City of Chicago

For the Union

<u>Term Sheet for the Collective Bargaining Agreement between the Sprinkler Fitters and Apprentices Union, Local No. 281 and the City of Chicago</u>

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.

- 3. Other Economic Terms: Set forth in the attached, signed tentative agreements and includes:
 - <u>Signing Bonus</u>: 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

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

4. Other Terms:

- <u>Vacations:</u> 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.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus:</u> Agreed to Janus language consistent with our obligations under the law, including employer neutrality and providing information.
- <u>Medical Leaves:</u> Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

March 13, 2023

Via email to blaroche@sftf281.org

Mr. Bryan LaRoche President Sprinkler Fitters and Apprentices Union Local 281 11900 th S. Laramie Alsip, Il 60803

RE: Sprinkler Fitters and Apprentices Union Local 281

Dear Mr: LaRoche:

This is to confirm the agreements of the City of Chicago (the City) and the Sprinkler Fitters and Apprentices Union Local 281 (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

NONE

For the Union

D.

For the City

4.16-23

Date

<u>Term Sheet for the Collective Bargaining Agreement between the International</u> Brotherhood of Teamsters, Local 700 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.

- 3. Other Economic Terms: Set forth in the attached, signed tentative agreements and includes:
 - <u>Signing Bonus:</u> 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

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

4. Other Terms:

- <u>Vacations</u>: Employees can carry over 5 vacation days, 7 vacation days if the employee has 10 or more years of service
- <u>Bereavement Leave</u>: 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.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus:</u> Agreed to Janus language consistent with our obligations under the law, including employer neutrality and providing information.
- <u>Medical Leaves:</u> Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.
- Terms Specific to the Teamsters, Local 700: Agreed to:
 - ° (1) adjust the hourly rate by averaging the highest and lowest hourly rate among the six Teamster Locals;
 - (2) use drive time, where applicable, to determine seniority instead of time-in-title;

- (3) allow Pool MTD in CDA to request an extended assignment to DSS after CDAs winter program ends, and allow/reassign CDA MTDs to DSS if they cannot maintain their Airfield Certification;
- ° (4) provide bullet proof vests to Tow Truck Drivers and more reflective t-shirts to DSS MTDs, allow MTDs to wear shorts in summer months; and increase boot reimbursement if the Employer discontinues the boot truck;
- ° (5) modify lay off language to use time-in-title, and time-in-bargaining unit for bumping/displacing;
- (6) adjust the base wage rate for 4 titles (Fleet Services Assistant, Fleet Services Supervisors, MTD Foreman, and Fleet Services Assistant—Heavy Duty Tire Repair);
- ° (7) convert 125 most senior Pool MTDs in DSS to MTDs within 30 days of ratification, and post 50 MTD positions in DSS within 60 days of ratification;
- (8) allow for the arbitration of discharge;
- (9) offer work to employees on "down days";
- (10) revise the agreement for seasonal employees

TEAMSTERS LOCAL 700 AND THE CITY OF CHICAGO

TENTATIVE AGREEMENT 2/9/2023

Subject to ratification by the Teamsters Local 700 and the City of Chicago the parties tentatively agree to the following:

- All COUPE Tentative Agreements are hereby incorporated by reference.
- The Union and the City agree to reinstate the June 30, 2022 Extension Agreement.
- 3. Wage Rates. Modify Section 4.1 as follows:

Section 4.1 Prevailing Wage Rates

Retroactive to July 1, 2022. Employees, where there has not been an agreement to the contrary, shall be paid the hourly wage negotiated established by averaging the highest base hourly rate and the lowest hourly base rate negotiated by MARBA Teamsters Locals 179, 301, 330, 673, by Local 731 and 786, International Brotherhood of Teamsters. in its area wide Construction Agreement in accordance with the Employer's past practice.

Allocation to the hourly rate shall be determined by the respective Effective July 1, 2023, and each July 1 thereafter, increases to the above hourly rate shall be determined by adding the average hourly increase for highest hourly increase and the lowest hourly increase negotiated by MARBA Teamsters Locals 179, 301, 330, 673, 731 and 786 under those Locals' MARBA Agreements to the Blended Prevailing Rate. Local 731 Executive Boards.

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 as the area standard wage rate. A copy of the MARBA Agreement shall be provided to the Employer by the Union.

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Example 1: Effective July 1, 2022, the highest hourly rate under the MARBA agreement is Local 786 at \$47.05 and the lowest hourly rate is Local 731 at \$39.95. The Blended Prevailing Rate under this Agreement is calculated by taking the average of Local 731 rate and the average Local 786 rate which is \$43.50 per hour.

Example 2: If July 1, 2023, the lowest hourly increase is \$1.00 per hour and highest hourly increase is \$2.00 per hour. The new hourly rate is calculated by taking the average of \$1.00 and \$2.00 which is \$1.50 per hour. The new hourly rate is then \$45.00.

4. Modify Section 8.1 as follows:

Section 8.1

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

- An unpaid leave of absence of one year or less or a layoff of thirty (30) days or less; or
- 7. An absence where the employee is adjudged eligible for duty disability compensation.

or voltume shall be used to determine an employee's senditive for all outposes under the contability parameters. Step on the first senditive parameters as a step on the first senditive companies and of the first senditive an employee was in the following parameters:

Motor .suck Driver Per Hously Agreement(*132)

Motor Truck Driver (7183)

Pool Motor Truck Driver : / 84

Motor Truck Driver- Tire Regard (186)

4. Modify Section 8.6(f) as follows:

Section 8.6 Pool Motor Truck Drivers

(f) Winter Snow Program. Notwithstanding any other provision in this Agreement to the contrary, the current 2-hour Winter Snow Program in the Department of Streets and Sanitation as it is currently administered, shall continue unchanged. The Indiana of Shall continue unchanged. The Indiana of Shall continue unchanged. The Indiana of Shall continue unchanged. The remainder of assignments as two many passentents as two many passentents as two many passentents as two many passentents. The remainder of assignments, and and manual shows a program assignments in the Department of Aviation shall be a minimum of eight (8) hours.

Reginaling with the 2003 2004 Winter Snow Program, a 2001 Yours Stack Or ver assigned to Aviation for the Winter Aviation Program Tay request materials, on a form provided by the Imployer, to be assigned to An extended assignment in the Department of Streets and Sanitation at the end of the winter Aviation Program. Such request will be submitted after Teorrary 1 out Deform Manch. Extended assignments in the Department of Streets and Sanitation will be assigned by bool number amongst Pool Motor Truck Orivers in the Department of Streets and Sanitation and Department of Aviation. Remaining Pool Motor Truck Orivers will be returned to the bool at the end of the season.

5. ADD NEW SECTION DEPARTMENT OF AVIATION

Section 8.10 Department of Aviation

yatos Truck Dilvers in Capariment of Aviation who are inable to attain or retain the required Attribute Cestification (excluding "Granofalmered /183s", will maintain the Motor Linux Driver thise but so reassigned to the Department of Stroets and Sanitation and assigned at the Employer's discretion will but regard to any blooding or transfer request provisions, provided that no referral candidate has more seniority then the Motor Truck Driver will be placed in the Pool as a new Pool Motor Linux Driver.

Section 14.14 Uniforms

Employees that are required to wear protective safety shoes/boots by the Employer, such boots/shoes shall be provided annually by the "boot truck". In the event the Employer discontinues the boot truck. In the event the Employer discontinues the boot truck. In the event the Employer discontinues the boot truck. In the event the Employer shall reimburse approves up to \$100.222, upon proof of purchase annually.

7. Modify Section 15.1 as follows:

Section 15.1 Order of Layoffs

Probationary employees shall be laid off first in reverse seniority order. Thereafter, the least senior employee in the affected job classification shall be laid off first passes are already.

provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job and further provided, the layoff does not have a negative effect on the Employer's efforts to ensure equal employment opportunities.

#Seniority" - snail - mean, for surpress of the section, the employee's service with find and surpress of the section, the employee's

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent sower-job title the employee to be laid off has held, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training; e.g., a Foreman can displace an employee in a Motor Truck Driver job he/she previously had held or a General Foreman may displace an employee in a Foreman job he/she previously had held. For parposes of parposes the error of service and a service of the error of the previously had held.

8. Modify Appendix B as follows

APPENDIX B

TEAMSTERS LOCAL 700 AND CITY OF CHICAGO

In addition to the agreements reached between the City and the Coalition of Unionized Public Employees with respect to Prevailing Rates and Negotiated Rate adjustments, the parties have agreed to revise the appropriate sections of the collective bargaining agreement to reflect the following changes with respect to the payment of wages, effective the following changes with respect to the payment of wages, effective the following changes with respect to the payment of wages, effective the following changes with respect to the payment of wages, effective the following changes with respect to the payment of wages.

Negotiated Rate

| Job Class | Calculation |
|-----------|-------------|
| | |
| | |

| Supervising Booter | of MTD rate |
|-----------------------------|--|
| Booter | (a) This way in 2018 against a say in the reacted term -93% of MTD rate. |
| Fleet Services Assistant | |
| Fleet Services Supervisor | (a) 185. Jan 1, 2018-325.12 |
| Mobile Health Operator | (a) Eff. Jan 2018 - 623.78 (b) Eff. Jan 2019 - 824.12 |
| Non-CDL Driver | 2018 - S25.94 101-101-101-101-101-101-101-101-101-10 |

| Job Class | Calculation |
|--------------------------|-----------------|
| Foreman of MTD's | 5.34 above MTD |
| General Foreman of MTD's | 11.0% above MTD |
| Equipment Dispatcher | 1.75% above MTD |

| Equipment Dispatch In | 5.25% above MTD |
|-------------------------------|-----------------|
| Charge | |
| Equipment Training Specialist | 5.75% above MTD |

Assignment Premiums Based on MTD Prevailing Rate

| Job Class | Calculation |
|--|---|
| 1. Tow/Sweeper/Front- Ender/Dead Animal/Tire Repair/Barricade Trucks/ /2 Axle Trailers* | 1.5% above MTD |
| 2. Dual PRP/Trac Trailer 3. Front End Loader (DWM)/Stellar | 1.75% above MTD 1.75% above MTD |
| 4. Clam/Fuel Truck/Weed Sprayers*/lowboy*/semi- Snowplow/crane Truck | 3.5% above MTD |
| 5. Leadman-Aviation | 5.0% above MTD |
| 6. Fleet Services Assistant- Light Duty Tire Repair* | 3.0% above Fleet Services Assistant |
| 7. Leet Serv des Ass.Stant- Teavy Ducy Tico Repair | 4.75r above liee: 30rv.cos Assistant |

In the event that, under Illinois law, any vehicles become newly subject to a requirement that the operator possess a Class A CDL, the city will meet and discuss the potential implementation of a premium for the operation of that vehicle following a request from the Union.

^{*}Assignments will be paid rate effective thirty (30) days after ratification.

9. Modify Pool Driver MOU as follows

MEMORANDUM OF UNDERSTANDING-POOL DRIVERS

This Memorandum of Understanding ("MOU") is entered into between Teamsters Local 700 ("Union") and the City of Chicago ("Employer"). The Employer and the Union agree as follows:

Effective woon reverteement in thirty (32) days of ratification, the Employer shall convert the rost senior one nundred and twenty-five Pool Motor Truck Drivers in the Department of Surgets and Sanitation to the Truck Orivers (7183).

Fifective sixty (60) days from relibration the Employer shall post for big fifty (60) Your truck Driver (7183) positions in the Department of Streets and Samitation.

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SERVICE AND AUTOMOTO COCK JELVOES ONS VECTOS OV MORE THAN A TOTAL TO COMMITTEE TO THE TOTAL TO COMMITTEE TO COMMITTEE TO COMMITTEE TO THE TOTAL TO COMMITTEE TO COMMITTEE TO THE TOTAL TO THE

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10. Delete the following MOUs:

MEMORANDUM OF UNDERSTANDING-GARAGE ATTENDANTS

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MEMORANDUM OF UNDERSTANDING-MIDWAY AIRPORT

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11. Modify Article 11 as follows:

Section 11.1 Discipline

(a) All Adisciplinary actions, 10 to and including discharge, shall be a to enter to review only pursuant to the applicable grievance procedure unger the provisions set forth this Article. The applicable grievance and afplication procedure shall be the sole and exclusive means for review and adjustment of any and all discrolinary actions, and no review of any discrolinary action shall be available before the City's parat Resources Board. Surpresume OVER 13 - Mays - a - a - scharges - sha - on governee exh - h y -) - Er- C - ty equinance of the second of the eroceaure previotane nechie and the luman Review to the the Beard An employee who may be subject to disciplinary action for any reason has the right to ask for a Union representative

For suspensions of eleven (11) to thirty (30) days the designated supervisor shall meet with the employee and notify him/her of the

reasons for the discipline and be given the opportunity to respond at that meeting. If the employee requests the presence of a Union representative at such meeting one will be provided if reasonably available.

In the case of discharge, the employee shall be provided with a written statement of the charges on which the discharge is based with an explanation of the evidence supporting the charges. The employee shall have an opportunity to - (1) respond to said charges in writing within five (5) working days of notification of the charge, and (2) meet with the Department Head's designee before action is taken. A Union representative may be present at such meeting.

In the event information which could lead to discipline or discharge is obtained through the use of GPS technology, the Employer will conduct an investigation into the information to determine its validity, and make an appropriate decision at that point in time. Depending on the circumstances of an incident, the Employer's investigation may include such things as time and attendance records, interviews with employees, managers, review of Employer records, etc.

(b) An employee who is subject to or reasonably believes he/she will be 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 se alabenacqeo (or jasta-balae before the later arsolices or delice teare nearing, provided that said employee shall be guaranteed, upon request, a <u>full neiring pefore said Board</u>, in accordance with the said Board's TO THE WOLD COLD STORE THE TAX SCIENCE OF THE TAX SCIENCE OF THE TAX STORE eliegal erigs on the law, in them hat on or work stoppages, the employee will be given 30-days advance roturn of a stranger and rus heavy from #ecology of the notice is specific. I the ome even near the the at appear within the 7-day appear period, the Employer may then remove the Summa Resources toard salve on requesting to see a nearing date or thin FOR the Jan to the Deriver, except or or to come the of the 30 day The Union shall have the right to have its representatives present as emage of the Board(s)--os-quility the grievance processorouses, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension 20 10 30 mays; 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.

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

In cases of oral warnings, the supervisor shall inform the employee that he/she is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. Employer's failure to satisfy this Section 11.1 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

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

make a response in writing which shall become part of the employee's file.

Any record of discipline may be retained for a period of time not to exceed eighteen (18) months and shall thereafter not be used as the basis of any further disciplinary action, unless a pattern of sustained infraction exists. A pattern shall be defined as at least two substantially similar offenses during said 18-month period. If an employee successfully appeals a disciplinary action, his/her file shall so record that fact. If the appeal fully exonerates the employee, the Employer shall not use said record of the discipline action against the employee, or in the case of promotions or transfers.

In any disciplinary investigation of a non-egregious offense conducted by the investigative staff of the Office of Budget and Management, the Employer shall notify the employee who is subject to 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 inducible 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.

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Section 11.2 Procedure For Department Review of Disciplinary Action Including Including and Up to Suspension

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 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. 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 receipt of notice of disciplinary action will preclude the employee's right to review.

Within three (3) working days or any mutually agreed Step 2. upon extension after the Department Head or designee receives the employee's request for review, the department head or shall conduct designee a meeting to review Angel - - sold inc. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 3 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. Suspensions of elever 1.1. days or more than 20 1...eq at Step 2 of this Grievance Procedure.

Where further investigation is agreed upon, a second Step 3. 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 -ess- or or sessent ors of a cays areough 30 days writer may be Source woon the whitter repunsit of the Green.

Step 4. If the matter is not settled at Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement. The rules governing procedure for arbitration shall be the same as in 11.34, Step III.

Section 11.3 Procedure For Department Review of Discharge

Except as in disciplinary provisions of Sections 11.1 and 11.2 above for disciplinary actions involving suspensions of over thirty (30) days and discharges, 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. Suspensions of over thirty (30) days and Discharges shall be governed exclusively by the terms of Section 11.3 below.

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In the event that the Union intends to seek arbitration of any suspension of over thirty (30) days or any discharge, the Union shall notify the Employer in writing, within fifteen (15) calendar days of the effective date of the suspension or discharge, that it requests final and binding arbitration of the suspension or discharge. The Union shall submit its written request for final and binding arbitration to the affected Department and the Department of Law.

Within five (5) working days of service of the arbitration request on the Employer, a representative from the Union and a representative from the Employer's Department of Law shall confer and select an arbitrator.

The terms of Step III of Section 11.43 above below shall also apply to arbitration of suspensions of over thirty (30) days and discharges, except only that the arbitrator shall conduct a hearing within sixty (60) days of being notified by the parties of his/her selection, and the arbitrator shall submit his/her decision within thirty (30) days following the close of hearing, unless the parties mutually agree otherwise. If an arbitrator informs the parties that he/she is unable to comply with said time frames, the parties will select another arbitrator, unless the parties mutually agree otherwise.

At any step of the procedure set forth in this Section prior to arbitration, the Union may request a meeting with the Employer to discuss resolution of a grievance involving a discharge of suspension of more than thirty (30) days. A representative of the Union and a representative of the Employer shall meet within five (5) work daysworkdays of the receipt of such request. Such meeting shall not extend or toll the time requirements set forth in this Section.

It is agreed that the time limitations set forth in this Section are of the essence, and that any request for arbitration not in compliance therewith shall not be considered arbitrable, unless said time limitations are extended by written agreement of both parties to this Agreement.

Section 11.43 Grievance and Arbitration

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 for the Employer or the Union, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Within five (5) days of serving the request for arbitration, or as soon thereafter as the parties mutually may agree, the Union shall have the right to convene a meeting with the Employer's designated representative in an attempt to resolve the grievance prior to any further action being taken to advance the matter to arbitration. At such meeting, the Union shall set forth in writing the facts of the matter in dispute and the relief requested. The Employer will respond to the grievance in writing by giving the reasons which it contends support its position with respect to the grievance. In the event the parties are unable at such meeting to resolve the grievance, the Union and the Employer will proceed with the selection of an arbitrator as provided below.

written with the grievance to arbitration by serving a written with the grievance to accompany to the other party. The foregoing shall not prevent the Employer and Union from mutually agreeing to the selection of an arbitrator.

The panel of arbitrators section—established under Section

must agree as a whole to commencement of a hearing within sixty

(60) days of selection and that they will render a decision within

thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

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

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute.

The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall

be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

In the event the Union prevails in arbitration, the Employer shall pay the affected employee(s) within six (6) weeks of the final determination of a remedy. In the event the amount owed is disputed, either party may extend the arbitrator's jurisdiction to secure a final resolution of the remedy.

T. ARBLIRATION PAUL

A colating Roster of Acolarators and to used by the parties. Not later than thirty (30, days following the signing of the agreement, the employer and the Union Mill select a coster of ten (10 and travors. All are that or shall be selected by multial agreement, Acolarators will advise the parties of their fees and expenses drive its selection and objected to charge such fees and expenses. The arolarator selection on oxpected to charge such fees and expenses. The arolarator selection on process of Section 11.3 of the 10 (+2021 DBA and governing age and application page.)

oe chosen. The parties may mutually agree not to use a particular aroutrator for a specific case, or to select an aroutrator who is not on the coster. The parties may agree to submit more than one (1) grievance to a selected arolinator. Every year each party has the unitateral right to remove up to three (3) acoutrators from the Roster of Arbitrators and hale when replaced with other aroltrators selected in the same manner as the initial selection. The parties may mutually agree at any time to remove any arolicator from the panel of ten (10,.)If the partles so agree, they may mutually agree to replace such arouteator with andules applicator who is mutually acceptable. If, because of such removals, The Roster of Arbitrators falls below elght (8), and the parties cannot agree on replacement aroutrators, the parties shall contact the federal Mediation and Conciliation Service (EMCS) for a jist of nine (9) arolinators (axpluding trose already on or removed from the coster the Coloago area for each vacancy on the coster below the complement of elgnt (8). The parties will then alternately strike names from each such List of applicators intil one . To remains from each so that the remaining number of acceptable and traions is sufficient to bring the total rosuer up as thank e gnt (8), or such number greater than e gnt (8) as the os may agree.

12. Add the following MOAs to the Agreement.

THYO CARDUY OF ACREEY, II

COC TOWN DIVIS

inus Memorangum of Agreement ("MOA" Ls entered into between Teamsters

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end the Employer agree as follows:

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MEMORANDUM OF AGREEMENT SEASONAL EMPLOYEES

This Memorandum of Agreement ("MOA") is entered into between Teamsters Local 700 ("Union") and the City of Chicago ("Employer"). The Union and the Employer agree as follows:

WHEREAS the Union and the Employer are parties to a collective bargaining agreement with a term of July 1, 2017 to June 30, 2022 ("2017-2022 CBA").

WHEREAS the Union and the Employer are in the process of negotiating a successor agreement to the 2017-2022 CBA with a term of July 1, 2022 to June 30, 2027 ("2022-2027 CBA").

WHEREAS Article 8, Section 5, of the 2017-2022 CBA contains provisions regarding the terms and conditions of seasonal employees. WHEREAS the Employer does not currently employ any seasonal employees. NOW THEREFORE, the Union and the Employer agree as follows for the term of the 2022-2027 CBA:

- 1. The Employer reserves the right to employ seasonal employees subject to the terms contained in Section 3 of this MOA.
- 2. The Union and the Employer agree to remove Article 8 Section 5 of the 2017-2022 CBA and insert the language of Section 8.5 of the 2017-2022 CBA into Section 3 of this MOA.
- 3. If the Employer hires any seasonal employees into a position covered by the 2022-2027 CBA then the following will govern those employees terms and conditions of employment:

A seasonal employee is an employee who is employed in a job title for a period not to exceed 180 calendar days for temporary work related to or caused by seasonal needs. Such appointments shall expire automatically at midnight on the 180th day. Such employees may be reappointed for temporary work related to or caused by seasonal needs, with the written concurrence of the Budget Director and Commissioner of Personnel, to an additional thirty-day term which shall expire at midnight of the 30th day. One further said thirty-day reappointment for the same purposes may be made upon similar Budget Director and Commissioner of Personnel approval. The Employer shall notify the Union of the number and job titles of any such reappointments. It is understood and agreed that the hiring and retention of seasonal employees shall be at the discretion of the Employer.

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

Seasonal employees shall not be eligible for holidays, Vacations, sick leave for salaried employees, vision care, dental, life and

accident benefits, bereavement pay or jury duty, but will be provided with group health insurance under the same eligibility and conditions as other employees covered by this Agreement, except that elective medical care and pre-existing conditions, as those terms that are defined in the standard group insurance policy, shall be excluded.

Seasonal employees shall be compensated at the same rate as career service employees. Seasonal employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures. Seasonal employees shall be eligible for recall to seasonal positions in which they have accumulated either (a) four (4) months of said seasonal service during the 1984-85 winter season, or (b) five (5) months of said seasonal service from and after July 1, 1983, provided that such employees:

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

two (72) hours of said notice or the employee shall be deemed to have refused recall;

- (4) shall have been recalled within one year of the expiration of their last seasonal employment; and
- (5) shall not have resigned or incurred a break in service during a period of appointment.

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

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

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

Effective January 1, 2001, a seasonal employee who is hired on an annual recurring basis within one year of his/her last termination, and who accumulates 12 months of said seasonal service, shall receive the benefits under this Agreement which are given to career service

employees, and shall remit full contributions toward their health care coverage as set forth in Article 9 below.

Effective January 1, 2001, seasonal employees with less than 12 months of seasonal service will continue to receive their current benefit package, but will pay a pro-rata share of the full contribution toward their health care coverage. The amount of that contribution shall be approximately 90% of the employee medical contribution for career service employees.

The Department will provide the Union with written notice of the names of laid off seasonal Motor Truck Drivers within fourteen (14) days of layoff, and the names of rehired seasonal Motor Truck Drivers within fourteen (14) days of rehire.

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

Further, the City shall retain the right to hire seasonal employees under the provisions of this MOA, as may be necessary when sufficient Pool Motor Truck Drivers are unavailable

| By: | Ву: |
|---------------------|-----------------|
| Teamsters Local 700 | City of Chicago |

ATTACHMENT 31

Term Sheet for the Collective Bargaining Agreement between the International Union of Operating Engineers, Local 399 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:
 - <u>Signing Bonus:</u> 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.
 - <u>Deferred Compensation</u>: 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.
 - <u>Paid Parental Leave</u>: Extended the City's Paid Parental Leave policy to COUPE represented employees.
 - <u>Holidays</u>: Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.

• <u>Sick Leave</u>: 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:

- <u>Vacations:</u> Employees can carry over 5 vacation days, 7 vacation days if the employee has 10 or more years of service
- <u>Bereavement Leave</u>: Expanded bereavement leave consistent with City policy
- <u>Change in Pay Dates:</u> Move the pay dates for employees to make it consistent for our represented work force.
- <u>Direct Deposit and Electronic Deposit Advice:</u> Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- <u>Hiring/Filling Vacancies:</u> Adjusted the hiring process to expedited filling vacancies.
- <u>Union Security/Janus:</u> Agreed to Janus language consistent with our obligations under the law, including employer neutrality and providing information.
- <u>Medical Leaves:</u> Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- <u>Committee on Retiree Health Care:</u> Established a working group to study retiree health care.
- Terms Specific to Local 399: Agreed to (1) establish a payroll deduction option for employees to voluntarily contribute to Local 399, at no cost to the Employer; and (2) develop a tiebreaker for promotion when candidates are relatively equally qualified.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

August 8, 2023

Via email to rmcginty@iuoe399.com

Mr. Roger McGinty Financial Secretary/ Business Representative International Union of Operating Engineers Local 399 2260 S. Grove Street Chicago, Il 60607

RE: International Union of Operating Engineers Local 399

Dear Mr. McGinty

This is to confirm the agreements of the City of Chicago (the City) and the International Union of Operating Engineers Local 399 (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

Section 8.8 B (Additional language to be added after first paragraph)

The Employer shall consult with the Union prior to making changes to verify submissions and seniority are being properly applied to ensure changes comply with this section.

Section 8.8 E.

Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which pay equal or higher rates of pay and which are declared vacant by the Employer. Vacancies will be posted for a period of fourteen (14) calendar days. Prior to the commencement of the selection process, the Employer will provide the Union with a list of qualified bidders. The Employer shall select the most qualified applicant. Where applicants are equally qualified, the Employer shall select the most senior employee of those applying who has the greatest ability to fill the needs determined by the Employer with due regard to the Employers Employee's "ability" shall be determined by the Employer based upon performance evaluations, experience, training, proven ability and similar criteria. If the Employer

determines ability is relatively equal, selection shall be based on the following hierarchy of job titles by seniority within title:

- 1. Chief Operating Engineer
- 2. Assistant Chief operating Engineer
- 3. Operating Engineer, Group "A"
- 4. Operating Engineer, Group "C"
- 5. Operating Engineer, Group "C" Trainee

Senior bidders who are not selected shall be so notified in writing. "Seniority" shall mean, for purposes of this Section, the employee service in in the job title (time-in title). (The remainder of this Section shall be unchanged).

[NEW] Section 14.5 Political Education Fund

The Employer will work to establish a payroll deduction of Twelve dollars and Fifty cents per paycheck from employees' wages on the basis of individually signed, voluntary authorization deduction forms. It is agreed that these authorized deductions for the Local 399, International Union of Operating Engineers Political Education Fund (Local 399 IUOE PEF) are not a condition of membership in the Local 399 IOUE or of employment with the Employer. Payment will be made by a separate check payable to Local 399 IUOE PEF or by wire transfer at the Employer's option. The IUOE, Local 399 is not required to reimburse the employer for the cost of such administration. The employer will not maintain the authorized deduction cards but will make deductions or cease deductions solely at the Unions' direction. The Union will indemnify and hold the Employer harmless against any claims or liability incurred by reason of such direction.

The following will not be included in the contract but are agreed to and subject to further discussion.

Tie breakers are maintained by the Union and the individual departments, not by DHR.

For the Union

For the City

August 8, 2023

Date

Date

121 NORTH LASALLE STREET, CHICAGO, ILLINOIS 60602

FED PAC - The Employer will deduct a minimum of Ten Dollars (\$10.00) per month from employees' wages on the basis of individually signed, voluntary authorized deductions forms. It is agreed that these authorized deductions for the Local 399, International Union of Operating Engineers Federal Political Action Committee (Local 399 IUOE FED PAC) are not conditions of membership in the International Union of Operating Engineers, Local 399 or of employment with the Employer. Payments will be made by a separate check payable to Local 399 IUOE FED PAC or via wire transfer at the Employer's option.

It is understood and agreed that the cost of administering this payroll deduction for the Local 399 IUOE FED PAC has been incorporated in the economic package provided under the terms of this Agreement, and therefore, the International Union of Operating Engineers, Local 399 is not required to reimburse the Employer for the costs of such administration. The Union will indemnify and hold the Employer harmless against any claims or liability incurred by reason of such deductions.