

ATTACHMENT

NO. 30

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

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 700

02023-0003884

**ATTACHMENT 30**

September 7, 2023

**Term Sheet for the Collective Bargaining Agreement between the International 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.

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

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

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

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

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

1. All COUPE Tentative Agreements are hereby incorporated by reference.
2. 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.~~

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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.

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:

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

8.1.1. The Blended Prevailing Rate shall be used to determine an employee's rate of pay for a negotiated contract during the period of the contract. The Blended Prevailing Rate shall be based on the average of the highest and lowest rates of pay for the same job classification by comparing the rates of pay for the highest and lowest rates of pay for the same job classification in the contract. The Blended Prevailing Rate shall be used to determine an employee's rate of pay for a negotiated contract during the period of the contract.

Motor Truck Driver 1783

Pool Motor Truck Driver 1783

Motor Truck Driver 1783 8

**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 remainder of assignments, ~~...~~ shall be a minimum of eight (8) hours.



5. ADD NEW SECTION DEPARTMENT OF AVIATION

Section 8.1 Department of Aviation

There is hereby created a Department of Aviation, which shall be a part of the Executive Branch of the Government of the State of Florida. The Department shall be organized and its duties shall be defined by the Governor, subject to the approval of the Senate. The Department shall have the honorific rank of cabinet department and shall be headed by the Governor, who shall be the Secretary of the Department. The Department shall be responsible for the administration and operation of the State's aviation program, including but not limited to the regulation of air traffic, the promotion of aviation safety, the development of aviation infrastructure, and the coordination of aviation-related activities with other State agencies and the Federal Government. The Department shall also be responsible for the management and operation of the State's airports and air navigation facilities. The Department shall have the authority to issue orders and regulations necessary to carry out its duties, subject to the approval of the Governor and the Senate. The Department shall be subject to the provisions of the State Constitution and the laws of the State of Florida.

6. Modify Section 14.14 as follows:

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Section 14.14 Uniforms

The Employer will make arrangements for the furnishing of four (4) uniforms per year to employees assigned to booting duties, Motor Truck Drivers assigned to Loop towing, and Police Department employees who are required to wear uniforms. The Employer will provide employees in the Department of Streets and Sanitation with (4) reflective material T-shirts per year to wear in lieu of safety vests as per Department practice. The Employer shall provide all Booters with first issue bullet proof vests (the same type provided to police officers). Employees may wear shorts during the months of May to September.

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 \$100 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.

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" shall mean, for purposes of this section, the employee's seniority as determined by the Employer on the date of layoff.

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent 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 purposes

of this section, the employee to be laid off must have the ability to perform the job to the Employer's satisfaction without further training.

**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 1, 2011, unless specified otherwise below.

**Negotiated Rate**

Job Class	Calculation
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Supervising Booter	<del>From July 1, 2013 and thereafter -</del> 96% of MTD rate
Booter	(a) <del>From July 1, 2013 and thereafter -</del> 93% of MTD rate.
Fleet Services Assistant	<del>From July 1, 2013 and thereafter -</del> 48% of MTD rate
Fleet Services Supervisor	<del>From July 1, 2013 and thereafter -</del> 12% of MTD Rate.
Mobile Health Operator	(a) <del>From July 1, 2013 and thereafter -</del> 80% of MTD rate.
Non-CDL Driver	<del>From July 1, 2013 and thereafter -</del> 73% of MTD rate

**Job Classification Premiums Based on MTD  
Prevailing Rate**

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

Equipment Dispatch In Charge	5.25% above MTD
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	1.75% above MTD
3. Front End Loader (DWM)/Stellar	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

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 ~~April 1, 1984~~ July 1, 1984, ~~in the event of 30 days of implementation,~~ the Employer shall convert ~~the most senior employees and nearly 500 Pool Motor Truck Drivers in the Department of Streets and Sanitation to the grade of GS-11.~~

~~Effective sixty (60) days from the date of the MOU shall go into effect fifty (50) Pool Motor Truck Drivers in the Department of Streets and Sanitation.~~

~~1.184. In the event of a driver's death, the employee shall receive 200% of the employee's base pay for the first 90 days of bereavement. The number of bereavement days varies by employee's length of service and family size. The employee shall be eligible for bereavement pay if the employee's death is a result of a motor vehicle accident while on duty. The employee shall be eligible for bereavement pay if the employee's death is a result of a heart attack while on duty.~~

~~1.185. The Employer shall provide a death benefit to the employee's family. The death benefit shall be equal to the employee's base pay multiplied by the number of years of service, up to a maximum of 25 years. The death benefit shall be payable to the employee's beneficiary or to the employee's estate.~~

~~1.186. The Employer shall provide a life insurance policy to the employee. The life insurance policy shall be for a term of 10 years. The life insurance policy shall be for a face amount of \$50,000. The life insurance policy shall be payable to the employee's beneficiary or to the employee's estate.~~

~~1.187. The Employer shall provide a disability benefit to the employee. The disability benefit shall be equal to the employee's base pay multiplied by the number of years of service, up to a maximum of 25 years. The disability benefit shall be payable to the employee's beneficiary or to the employee's estate.~~

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10. Delete the following MOUs:

MEMORANDUM OF UNDERSTANDING-GARAGE ATTENDANTS

~~MEMORANDUM OF UNDERSTANDING-GARAGE ATTENDANTS~~  
~~THIS AGREEMENT IS MADE BETWEEN THE UNITED STATES OF AMERICA AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION NO. 100, CHICAGO, ILLINOIS, HEREINAFTER REFERRED TO AS "THE UNION".~~  
~~WHEREAS, the Government of the United States of America, through the Federal Bureau of Investigation, has been conducting an investigation into the activities of the Union and its members in connection with the activities of the Communist Party, United States of America, and its front organizations;~~  
~~AND WHEREAS, the Government of the United States of America, through the Federal Bureau of Investigation, has been conducting an investigation into the activities of the Union and its members in connection with the activities of the Communist Party, United States of America, and its front organizations;~~  
~~AND WHEREAS, the Government of the United States of America, through the Federal Bureau of Investigation, has been conducting an investigation into the activities of the Union and its members in connection with the activities of the Communist Party, United States of America, and its front organizations;~~  
~~IT IS HEREBY AGREED THAT THE UNION AND ITS MEMBERS SHALL COOPERATE WITH THE FEDERAL BUREAU OF INVESTIGATION IN THE CONDUCT OF SAID INVESTIGATION.~~  
~~IN WITNESS WHEREOF, the Union has caused this Agreement to be signed by its duly authorized representatives, and the Government of the United States of America has caused this Agreement to be signed by its duly authorized representatives, on this \_\_\_\_\_ day of \_\_\_\_\_, 1954.~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

MEMORANDUM OF UNDERSTANDING-MIDWAY AIRPORT

~~MEMORANDUM OF UNDERSTANDING-MIDWAY AIRPORT~~  
~~THIS AGREEMENT IS MADE BETWEEN THE UNITED STATES OF AMERICA AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION NO. 100, CHICAGO, ILLINOIS, HEREINAFTER REFERRED TO AS "THE UNION".~~  
~~WHEREAS, the Government of the United States of America, through the Federal Bureau of Investigation, has been conducting an investigation into the activities of the Union and its members in connection with the activities of the Communist Party, United States of America, and its front organizations;~~  
~~AND WHEREAS, the Government of the United States of America, through the Federal Bureau of Investigation, has been conducting an investigation into the activities of the Union and its members in connection with the activities of the Communist Party, United States of America, and its front organizations;~~  
~~AND WHEREAS, the Government of the United States of America, through the Federal Bureau of Investigation, has been conducting an investigation into the activities of the Union and its members in connection with the activities of the Communist Party, United States of America, and its front organizations;~~  
~~IT IS HEREBY AGREED THAT THE UNION AND ITS MEMBERS SHALL COOPERATE WITH THE FEDERAL BUREAU OF INVESTIGATION IN THE CONDUCT OF SAID INVESTIGATION.~~  
~~IN WITNESS WHEREOF, the Union has caused this Agreement to be signed by its duly authorized representatives, and the Government of the United States of America has caused this Agreement to be signed by its duly authorized representatives, on this \_\_\_\_\_ day of \_\_\_\_\_, 1954.~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

11. Modify Article 11 as follows:

Section 11.1 Discipline

(a) Disciplinary actions, including discharge, shall be subject to review only pursuant to the grievance procedure set forth in Article 11. The grievance procedure shall be the sole and exclusive means for review and disposition of any disciplinary actions, and no review of any disciplinary action shall be held before the Company's Resolution Board. An employee who may be subject to disciplinary action for any reason has the right to ask for a Union representative to be present at any interrogations or hearings.

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



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 pre-disciplinary hearing if requested within thirty (30) days. Any discipline given in violation of this notice provision shall be null and void.

~~The following procedure shall apply to all disciplinary actions involving the~~  
~~employee of the Police Department. This procedure shall apply to all~~  
~~disciplinary actions involving the employee of the Police Department.~~  
~~Disciplinary actions involving the employee of the Police Department shall~~  
~~be processed in accordance with the provisions of the Police Department's~~  
~~disciplinary procedure manual. The provisions of the Police Department's~~  
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~~the employee of the Police Department.~~

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

**Step 1.**      **Within 5 Working Days** after an employee receives  
written notice of any proposed disciplinary action, the employee  
and the Police Department shall meet to discuss the proposed disciplinary  
action. The meeting shall be held within five working days of the  
issuance of the written notice. The meeting shall be held at the  
Police Department or at a mutually agreed upon location. The meeting  
shall be held within five working days of the issuance of the written  
notice. The meeting shall be held at the Police Department or at a  
mutually agreed upon location. The meeting shall be held within five  
working days of the issuance of the written notice. The meeting shall  
be held at the Police Department or at a mutually agreed upon location.  
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 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.

Step 2. Within three (3) working days or any mutually agreed upon extension after the Department Head or designee receives the employee's request for review, the department head or designee shall conduct a meeting to review the . . . . 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. Section 45 of the Civil Service Regulations

Section 45 of the Civil Service Regulations - Grievance Procedure

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 -- disciplinary action.

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 11.3<sup>4</sup>, 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 or suspension of more than thirty (30) days. A representative of the Union and a representative of the Employer shall meet within five (5) work days/workdays 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

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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.

Either party may submit the grievance to arbitration by serving a written request to arbitrate 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 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



00. [Illegible text]

01. [Illegible text]

02. [Illegible text]

03. [Illegible text]

04. [Illegible text]

05. [Illegible text]

06. [Illegible text]

07. [Illegible text]

08. [Illegible text]

09. [Illegible text]

10. [Illegible text]

11. [Illegible text]

12. Add the following MOAs to the Agreement.

13. [Illegible text]

14. [Illegible text]

15. [Illegible text]

16. [Illegible text]

17. [Illegible text]

18. [Illegible text]

19. [Illegible text]

20. [Illegible text]



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: \_\_\_\_\_  
Teamsters Local 700

By: \_\_\_\_\_  
City of Chicago