

ATTACHMENT

NO. 16

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

COUNTY, MUNICIPAL EMPLOYEES',  
SUPERVISORS' AND FOREMEN'S UNION,  
LOCAL 1001, AND WATER PIPE  
EXTENSION, BUREAU OF ENGINEERING,  
LABORERS' LOCAL 1092

02023-0003884

## **ATTACHMENT 16**

September 7, 2023

**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:
  - **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 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  
CITY OF CHICAGO

March 2, 2023

Mr. Joseph V. Healy  
Secretary-Treasurer  
Laborers District Council of Chicago & Vicinity  
999 McClintock Drive, Suite 300  
Burr Ridge, 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 Laborers, 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 executed copy to my attention. The City appreciates your efforts in concluding these negotiations.

Sincerely,

Cicely J. Porter Adams  
Chief Labor Negotiator  
City of Chicago

Attachments

  
For Laborers, Local 1001  
For Laborers, Local 1092

## CITY OF CHICAGO PROPOSAL

### MEMORANDUM OF AGREEMENT

#### Dispute Resolution Program (Pilot)

The Laborers, Locals 1001 and 1092 and the City of Chicago ("the parties") agree to employ a Dispute Resolution Program ("DRP" or "the Program") on a trial/pilot basis with regard to ~~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.

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

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

Once the employee receives written notice of the disciplinary action to be administered, the Union or Employer can elect to participate in the DRP prior to advancing the disciplinary action to Step 4/arbitration. In DWM, written notice of the disciplinary action to be administered is given to the employee before the



employee requests review by the Department Head pursuant of Section 4.2, Step 1, of the CBA. Hence, in DWM, if the Union ~~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 1, 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	6,240	8,320	10,400	12,480	14,560	16,640	Over
	<del>4,160.0</del>	<del>6,241</del>	<del>8,320</del>	<del>10,400</del>	<del>12,480</del>	<del>14,560</del>	<del>16,640</del>	<del>18,720</del>	18,720
	<b>4159.9</b>	<b>6239.9</b>	<b>8319.9</b>	<b>10,399.9</b>	<b>12,479.9</b>	<b>14,559.9</b>	<b>16,639.9</b>	<b>18719.9</b>	
	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.

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

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

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

The parties hereby agree as follows:

1. Effective as of the date the document is fully executed, the City will establish the position of 6329 - General Laborer - Streets and Sanitation.
  - a. The position will be paid an hourly wage.
  - b. The hourly wage for 6329 - General Laborer - Streets and Sanitation title will be paid at a base rate equal to 55% of the full Sanitation Laborer rate. After a total of 2,080 hours worked, that employee will then be converted, at the appropriate rate, to a Career Service Break in Rate Sanitation Laborer (T.C. 6324).
  - c. Veterans will be given a preference for hiring into this new position in accordance with the City of Chicago Personnel Rules and Hiring Plan.
2. DSS and Local 1001 will develop appropriate training courses for probationary employees in the 6329 - General Laborer - Streets and Sanitation title, designed to provide these employees with the job skills and safety training necessary to promote a productive and efficient workforce.
  - a.
    - i. The training courses will be jointly designed and developed by Local 1001 and the City (including, as may be determined by the City, appropriate representatives of DSS and the City's Department of Human Resources), and will be administered and conducted by the Chicagoland Laborers Training and 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 workforce.
  - 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
  - c. 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 Local 130s 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

By: \_\_\_\_\_

Date: \_\_\_\_\_

For the City

By: \_\_\_\_\_

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 toed 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.

Effective January 1 ~~2019~~ 2024, the Employer will reimburse 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.

(2) 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,~~
- b) a.) the most senior employee (based on time in bargaining unit title seniority) of those bidding for promotion within the Department; or if none,
- ~~c) —~~ b.) the most senior employee (based on time in bargaining unit title seniority) of those bidding for promotion from any other Department in the bargaining unit; or if none,
- ~~d) —~~ c.) the most senior employee (based on time in bargaining unit title 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 1002 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.

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

- 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	
<del>4,160.0</del>	<del>6,240</del>	<del>8,320</del>	<del>10,400</del>	<del>12,480</del>	<del>14,560</del>	<del>16,640</del>	<del>18,720</del>	18,720	
<u>4159.9</u>	<u>6239.9</u>	<u>8319.9</u>	<u>10,399.9</u>	<u>12,479.9</u>	<u>14,559.9</u>	<u>16,639.9</u>	<u>18719.9</u>		
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.
  - a.
    - i. The training courses will be jointly designed and developed by Local 1001 and the City (including, as may be determined by the City, appropriate representatives of CDA and the City’s Department of Human Resources), and will be administered and conducted by the Chicagoland Laborers Training and Apprenticeship Center (“the Center”) at the training facility owned and operated by the Construction and General Laborers’ District Council and Vicinity Training Trust Fund (“the Fund”), or at other appropriate locations as may be agreed by the parties. The determination of whether any employee has successfully completed any training course will be made by the Center, based on criteria approved by the City.
    - ii. Any of the probationary employees in the 9535 General Laborer - Aviation title who do not successfully complete any of the training courses will be subject to immediate termination by CDA.
  - b. CDA may also, from time to time, refer employees to the Center for appropriate training courses, subject to the terms to be agreed upon by the City and Local 1001.
  
3. An employee hired in to the 9535 - General Laborer – Aviation title will be Probationary Career Service until the employee has worked a total of 2,080 regular hours, as regular hours are defined in the letter of agreement attached as Attachment B.
  - a. For purposes of this MOA, hours worked shall be actual hours paid and shall not include any time that is not paid, including but not limited to any time spent on a leave of absence.
  - b. Probationary 9535 - General Laborer - Aviation employees will be assigned a number effective with the date they are hired into the position. This number will be fixed and will be used during the probationary period to establish seniority order for employees in this position.
  - c. When an employee in the 9535 - General Laborer – Aviation title successfully completes their probationary period, the employees will then be converted, at the appropriate rate, to a Break in Rate Career Service Laborer Aviation (T.C. 9533).
  
4. During the probationary period of a 9535 - General Laborer - Aviation may be placed on inactive status due to seasonal changes in the operational needs of CDA. Placing employees on inactive status due to such changes shall not constitute a layoff under the CBA. If some but not all probationary 9535 - General Laborer - Aviation employees are not being placed on inactive status, seniority (Assignment Number) will be used to determine the order of employees made inactive and returned to active service.

5. Employees in the 9535 - General Laborer - Aviation title can be assigned to do any work that would otherwise be assigned to a (T.C. 9533) Laborer Aviation.
- a. Any assignment which, at the time it is staffed, is expected to last more than 45 days shall be considered a permanent assignment.
  - b. Permanent assignments shall be offered to employees in the 9535 - General Laborer - Aviation title in order of seniority.
  - d. e. If any new work is assigned to a 9535 - General Laborer - Aviation title the City will notify the union and, upon request, meet with Local 1001 to discuss whether a premium should be paid for this work.
6. Nothing in this MOA shall be construed as in any way limiting the right of the City to otherwise terminate any seasonal, probationary or other non-career service employee, or any career service employee, consistent with the applicable terms of the Contract. However, prior to terminating a Probationary Career Service 9535 - General Laborer - Aviation, except for egregious offenses as defined in Section 4.1(b) of the CBA, the Employer will issue a written warning to the employee and a copy to the union.
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 off, 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 in the development of such program. **Any disciplinary matter involving a seasonal employee cannot be advanced to arbitration.** ~~Any disciplinary matter involving a seasonal employee cannot be advanced to arbitration.~~

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

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

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

Section 11.7.2 Promotion - One Man Truck Pay

Following ratification of the new collective bargaining 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 Fleet.

For Local 1092

By: \_\_\_\_\_

Date: \_\_\_\_\_

For the City

By: \_\_\_\_\_

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.